

PWC *Fayetteville's* HOME TOWN UTILITY

CONTRACT DOCUMENTS FOR

**ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND
DISTRIBUTION CONSTRUCTION**

PWC2122010

October 26, 2021

Fayetteville Public Works Commission

955 Old Wilmington Road
Fayetteville, NC 28301

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00 11 00 | ADVERTISEMENT FOR BIDS

FAYETTEVILLE PUBLIC WORKS COMMISSION

PROJECT: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

SUMMARY

Pursuant to Section 143-129 of the North Carolina General Statutes, the Fayetteville Public Works Commission (PWC) will receive sealed Bids for the subject Project until **10:00 AM** local time, **November 16, 2021** at which time Bids will be publicly opened and read. Bid opening will take place outside of the PWC Administration Building, 955 Old Wilmington Rd, Fayetteville, NC, by the entrance doors.

PWC is seeking a qualified utility Contractor to perform complex Underground Commercial Distribution Construction work. Contractor will be responsible for providing personnel and equipment capable of installing / modifying all facets of commercial underground utility equipment. Contractor will, in most cases utilize open cut excavations to install conduit and cables / modify facilities along city streets and on private property. Contractor must be capable of installing / replacing / modifying duct-bank systems, pre-formed vaults, site-formed vaults, manholes, manual and automated pad-mounted switch-gear, pad-mounted transformers, and overhead-to-underground transitions within established commercial / industrial / institutional properties. Contractor must be capable of working around energized equipment and cables and scheduling clearances with customers to minimize disruption of utility services to connected customers.

The contract for these services will be awarded on upon completion of the bidding process and renewed on a fiscal year (July 1) basis through the contract period.

OBTAINING BIDDING DOCUMENTS

Specifications and Bid Documents, may be obtained from the PWC Procurement Department at <https://www.faypwc.com/purchasing> and in the offices of the Fayetteville Public Works Commission's Procurement Department, 1st Floor, PWC Administration Building, 955 Old Wilmington Rd., Fayetteville, North Carolina 28301. The PWC Procurement Department is open Mondays through Fridays between the hours of 8:00 AM and 5:00 PM.

Bids shall be submitted in accordance with the Instructions to Bidders.

PERFORMANCE AND DELIVERY SCHEDULE

The following table summarizes the procurement schedule for this Project. All times are local to PWC.

	5:00 PM, Tuesday, November 2, 2021
Deadline for Questions from Bidders	All Questions must be submitted via email nikole.bohannon@faypwc.com . Please include "QUESTION FOR PWC2122010" in the email subject line.
Deadline for Bids and Bid Opening	10:00 AM, November 16, 2021 Outside the PWC Administration Building by the entrance doors, 955 Old Wilmington, Rd., Fayetteville, NC 28301
Bid Security Requirement	5% of Total Bid
Holding Period for Bid Acceptance	90 calendar days
Contract Time	From commencement of Contract until end of fiscal year June 30, 2022. The contract may be extended for additional one-year periods, up to a maximum of five (5) additional renewals after the initial contract period, upon mutual agreement from both parties

QUESTIONS REGARDING THIS PROJECT

Questions regarding procurement of this Project shall be submitted in writing to the attention of Nikole Bohannon, Procurement Advisor via email at nikole.bohannon@faypwc.com.

Oral explanations and interpretations made prior to Bid opening shall not be binding. **Bidders are expressly prohibited from contacting any PWC official or employee regarding procurement of this Project, except as expressly noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.**

PWC will provide Bidders of record with responses to questions. If the questions result in revisions to the plans and/or the Bidding Documents, an addendum will be issued by the PWC Procurement Agent to all plan holders.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley

Procurement Manager

00 21 00 | INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.01 Bid Package – A sealed envelope containing the Bid Form, and all required supplemental forms and documentation as required.
- 1.02 PWC Procurement Advisor – The person to whom Bidder shall direct all questions or concerns regarding procurement of this Project. The PWC Procurement Advisor is identified in the Advertisement for Bids.

2. COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from as described in the Advertisement for Bids. The Bidder shall use complete sets of Bidding Documents to prepare Bids. PWC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.02 PWC, in making copies of Bidding Documents available, does so only for the purpose of obtaining Bids for the Work and does not authorize or confer a license for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.01 Bidder Qualification Form – The Bid Package shall include the completed Bidder Qualification Form and all supporting documentation.
- 3.02 Statutory Requirements – The Bidder shall comply with all federal, state, and local statutes, regulations, and codes as they relate to the Project. Failure to comply with these requirements shall be considered a breach of Contract.
- 3.03 Contractor to provide utility references for similar projects completed by identified crews.
- 3.04 PWC is looking for utility contractors with experienced personnel in all facets of Utility Underground Commercial Distribution Construction. PWC will require **resumes of all personnel** assigned to work on PWC's system. The minimum work experience of the following Personnel Classifications will be required:

- 1. General Foreman: 10 years of experience in this leadership role, 25 years minimum in the electric utility UCD construction industry, installing / modifying / replacing commercial underground distribution facilities to include reinforced concrete man-holes and vault systems, constructed in-place man-hole and vault systems , concrete encased duct-banks, three-phase vault-style and pad-mounted transformers / switch-gear, and OH to UCD transitions. Must be able to safely coordinate the work of crew members working around energized 12 and 25 KV cables and equipment.
- 2. Working Foreman: 10 years of experience in this leadership role, 20 years minimum in the electric utility UCD construction industry, installing / modifying / replacing commercial underground distribution facilities to include reinforced concrete man-holes and vault systems, constructed in-place man-hole and vault systems , concrete encased duct-banks, three-phase vault-style and pad-mounted transformers / switch-gear, and OH to UCD transitions. Must be able to safely coordinate the work of crew members working around energized 12 and 25 KV cables and equipment.

3. Journeyman (“A-Class” Lineman): - 5 years of experience at this classification, 15 years minimum in the electric utility UCD construction industry, installing / modifying / replacing commercial underground distribution facilities to include reinforced concrete man-holes and vault systems, constructed in-place man-hole and vault systems , concrete encased duct-banks, three-phase vault-style and pad-mounted transformers / switch-gear, and OH to UCD transitions. Must be able to safely work with energized 12 kV and 25kV cables and equipment.
4. “B-Class” Lineman – 3 years of experience at this classification, 10 years minimum in the electric utility UCD construction industry, installing / modifying / replacing commercial underground distribution facilities to include reinforced concrete man-holes and vault systems, constructed in-place man-hole and vault systems , concrete encased duct-banks, three-phase vault-style and pad-mounted transformers / switch-gear, and OH to UCD transitions. Must be able to safely work around energized 12 kV and 25kV cables and equipment.
5. “C-Class” Lineman – Equipment Operator -2 years if experience at this classification, 5 years minimum in the electric utility UCD construction industry, ,installing / modifying / replacing commercial underground distribution facilities to include reinforced concrete man-holes and vault systems, constructed in-place man-hole and vault systems , concrete encased duct-banks, three-phase vault-style and pad-mounted transformers / switch-gear, and OH to UCD transitions.. Must be able to safely work around energized 12 kV and 25kV cables and equipment.
6. Groundworkers – 1 year of experience at this classification performing duties for UCD utility crew.

The minimum UCD Crew will consist of 4 members - One (1) Working Foreman, one (1) “A-Class lineman” if working with energized 12& 25 kV cables and equipment, one (1) “B-Class Linemen”, one (1) “C-Class Lineman”, or one (1) Groundworker.

Contractor License

7. An entity or individual performing construction, removal, repair, or improvement to or upon any real property owned, controlled, or leased by the City of Fayetteville shall be licensed as a North Carolina general contractor under the provisions of the North Carolina General Statutes.
8. The contractor at a minimum must hold at least one of the General Contractor Classifications:
 - Public Utilities Contractor PU (Electrical – Ahead of Point of Delivery)
 - Specialty Contractor – S (Boring & Trenching)
 - Specialty Contractor – PU (Electrical – Ahead of Point of Delivery)

Equipment Requirements (Minimum)

- Air Compressor (185 CFM)
- Backhoe with Loader, 17’ Depth, 3’ Extendable Dipstick
- Excavator 11.5’ Depth, Track with Backfill Blade, 11,000 LB Class
- Bucket, 1-Man Aerial Lift, Truck Mounted, (4X2) Service Body, 37’-45’ Class
- Line Truck (4X2), Commander 4047 or Equal with Bucket and Controls
- Pump (Water), 2” Suction, Gasoline Powered

- Puller, Underground, Hydraulic, (Sherman & Reilly UDH-70-T or Approved Equal)
- Reel Trailer, Manual Load, 102/120” Diameter X 60” Reel Capacity, 7000 LB Capacity Each Reel, Tandem Axle- 24000 LB
- Reel Trailer, Conduit, w/Payout Brake, Reel 120” X 72/60”, 6000 LB Capacity, Single Axle, Electric Brakes, Pintle Eye Hitch
- Reel Trailer, Manual Loading, 1-Reel 96” X 54” With Brake
- Tamp, Portable, Self-Driven, Gasoline, up to 250 LBs
- Trailer, Pintle or Ball Hook-up Lowbed 12 Ton, Electric Brakes
- Trailer, Pintle or Ball Hook-up, Enclosed Van, Single Axle
- Truck Dump, With Tool Boxes, Stationary Sides
- Truck, Pick-up, 6000-8000 GVW With Crew Cab
- Blower
- Miscellaneous Underground Cable Tools

Contractor will only be paid for equipment and tools in use on work-site.

Verification of Work Authorization (NCGS Chapter 64 – Article 2)

9. E-Verify is the federal 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.
 10. In executing the Contract Agreement, Contractor certifies that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, shall, after hiring an employee to work in the United States, verify the work authorization of the employee through E-Verify.
 11. In executing the Contract Agreement, Contractor pledges, attests and warrants that Contractor 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 shall comply with any and all E-Verify requirements.
 12. Failure to comply with the requirements for verification of work authorization shall be considered a breach of Contract.
- 3.05 The Bidder’s failure to submit required qualification information could disqualify the Bidder from receiving an award of the Contract.
- 3.06 No requirement in this Article to submit information will prejudice the right of PWC to seek additional pertinent information regarding the Bidder’s qualifications.
- 3.07 The Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

4. BIDDER’S REPRESENTATIONS

- 4.01 In submitting a Bid, the Bidder represents that it has reviewed and understands the Contract

Documents, and the Bid is submitted in accordance therewith.

5. INTERPRETATIONS AND ADDENDA

- 5.01 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the PWC Procurement Advisor. In order to receive consideration, questions must be received by the Procurement Advisor no later than the date indicated in the Advertisement for Bids.
- 5.02 **Bidders are expressly prohibited from contacting any PWC employee or representative associated with this project, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder. No alteration of the bid documents is acceptable and will result in rejection of bid.**
- 5.03 Interpretations or clarifications considered necessary by the PWC in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.04 The Bidder shall be responsible for determining that all Addenda issued by the PWC have been acknowledged before submitting a Bid for the Work. The Bidder shall acknowledge the receipt of each Addendum on the Bid Form.

6. BID SECURITY

- 6.01 If Bids are to be received and opened in accordance with NCGS 143-129 (formal bidding process), each Bid shall be accompanied by Bid security made payable to the Fayetteville Public Works Commission in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents)
- 6.02 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. 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. The bond premium shall be paid by the Bidder and the cost shall be included in the total Bid price.
- 6.03 The Bid security of the apparent Successful Bidder will be retained until PWC awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within the time required in the Notice of Award, PWC may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited not as a penalty, but as liquidated damages.
- 6.04 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).
- 6.05 Any inspection of procurement transaction records shall be subject to reasonable restrictions

to ensure the security and integrity of the records.

7. CONTRACT TIMES

- 7.01 The Contract Time shall be: From commencement of Contract until end of fiscal year June 30, 2022 and renewed annually for up to five (5) additional years upon mutual agreement from both parties.
- 7.02 PWC retains the option to renew the Contract a maximum of five (5) fiscal years. Procedures and requirements regarding Contract renewal are listed in the Price and Payment Procedures section of these Contract Documents. Renewal of annual contract is also subject to approved funding for the fiscal year.

8. SUBMITTAL OF BID

- 8.01 A complete Bid package shall consist of the properly executed Bid Form and all items listed on within the bid documents.
- 8.02 All forms shall be properly signed and dated where indicated. 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.
- 8.03 The Bidder shall acknowledge receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 8.04 The Bidder shall use the enclosed forms, or exact copies thereof, in submitting Bid prices. PWC will not accept oral bids or bids received by Fax machine. The Bid Form must be completed in blue or black ink, electronically, or by typewriter. All strikethroughs, insertions, additions, or other alterations shall be signed or initialed by the Bidder.
- 8.05 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.
- 8.06 All items included in the Bid Package shall be sealed in an envelope and marked "Attention: Nikole Bohannon, Procurement Advisor." The Bidder shall annotate the lower left corner of the envelope with the Project Name, the Bid due date and time, the Bidder's name, and the Bidder's NC Contractor License Number.
- 8.07 If the Bid Package is to be delivered to PWC via mail or courier, the sealed Bid Package shall be enclosed in an additional mailing envelope and addressed to:

SEALED BID FOR ANNUAL CONTRACT FOR COMMERCIAL UG DISTRIBUTION CONSTRUCTION

Fayetteville Public Works Commission
Attention: Nikole Bohannon, Procurement Advisor
955 Old Wilmington Road
Fayetteville, NC 28301

- 8.08 All Bids received by the PWC Procurement Department by the deadline indicated will be kept in procurement office until the time and date set for the opening of Bids.
- 8.09 Bids sent by mail or courier that are delivered to the PWC Procurement Department after the time for opening of Bids shall not be considered as valid Bids. In such instances, the Bidders shall have no claim against PWC.
- 8.10 The date and time of the receipt of Bids shall be determined by the Procurement Department. Bidders are responsible for ensuring that their Bids are received by Procurement Department personnel by the deadline indicated. All late Bids shall be returned unopened to the sender.
- 8.11 Bids containing any conditions, omissions, alterations, or items not called for in the Bid, or failure to submit any of the items listed within the bid documents may be rejected by PWC as incomplete or unresponsive.

9. MODIFICATION AND WITHDRAWAL OF BID

- 9.01 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 PWC Procurement Department in writing of intention to withdraw the Bid. Modified and withdrawn Bids may be resubmitted to the PWC Purchasing Department up to the time and date set for the receipt of Bids.
- 9.02 Bids shall not be withdrawn after Bids are opened except in strict accordance with N.C.G.S. Section 143- 129-1.

10. OPENING OF BIDS

- 10.01 If Bids are to be received and opened in accordance with NCGS 143-129 (formal bidding process), Bids will be opened publicly and read aloud at the time and place stated in the Advertisement for Bids.
- 10.02 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 PWC decides not to accept any of the Bids and reopens the bidding period.
- 10.03 Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 11.01 All Bids shall be held and shall remain subject to acceptance for the period stated in the Advertisement for Bids.

12. EVALUATION OF BIDS AND AWARD OF CONTRACT

- 12.01 PWC reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. PWC will reject the Bid of any Bidder that PWC finds, after reasonable inquiry and evaluation, to not be responsible. If

Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Contract Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then PWC will reject the Bid as nonresponsive; provided that PWC also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

- 12.02 If PWC awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid and is able meet the Personnel Qualification, Safety, Training, and equipment compliment requirements contained herein. PWC holds the right to award bid to one or more bidders for the purposes of the scope of services. Storm rates will be for informational purposes only and will not be used in the determination of the lowest responsive responsible bidder.
- 12.03 For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the estimated quantity of each compatible unit and estimated pricing for that unit. Each year of the contract, PWC will issue a contract for the estimated amount of work for the fiscal year.
- 12.04 In evaluating whether a Bidder is responsible, PWC will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 12.05 PWC may conduct such investigations as PWC deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 12.06 After all bid packages have been reviewed, PWC will select the lowest, responsive, responsible bidder as Successful Bidder and will issue correspondence to the selected contractor(s) within 90 calendar days after the Bid Opening.

13. BONDS AND INSURANCE

- 13.01 Requirements pertaining to bonds and insurance are listed in the General Conditions.

14. SIGNING OF AGREEMENT

- 14.01 When PWC issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 10 calendar days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to the PWC Procurement Manager. Thereafter, PWC shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

15. SALES AND USE TAXES

- 15.01 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.
- 15.02 Said taxes shall not be in addition to the contract price between PWC and the Successful

Bidder. The taxes shall be an obligation of the Successful Bidder and not of PWC. PWC shall be held harmless for same by the Successful Bidder.

16. SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

16.01 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>.

16.02 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.

*****End of Section*****

00 31 00 | BID FORM

PROJECT: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

1. BID RECIPIENT

1.01 This Bid is submitted

To: Fayetteville Public Works Commission, hereinafter called Owner

By: _____, hereinafter called Bidder

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No. & Date</u>	<u>Authorized Signature</u>
_____	_____
_____	_____
_____	_____
_____	_____

Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non- competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. TIME OF COMPLETION

5.01 Bidder agrees that the Work will be complete, including restoration and all punch list items, within the Contract Time, which shall be: From commencement of Contract until end of fiscal year June 30, 2022 and may be renewed annually for up to five (5) additional years upon mutual agreement from both parties.

6. ATTACHMENTS TO THIS BID

6.01 All items listed on the Bid Submittal Checklist are submitted with and made a condition of this Bid.

7. DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the

Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

8. BID SUBMITTAL

8.01 Communications concerning this Bid shall be addressed to:

Contact Name: _____

Address _____

Phone: _____ Email: _____

Bidder's NC Contractor License Number _____

Federal employer identification number (EIN): _____ OR if

Bidder is a sole proprietor

Bidder's social security number (SSN): _____

This Bid submitted on _____, 20____

BY: _____

(Authorized

Signatory)

(Printed Name)

(Title)

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

_____ My Commission expires

_____ (Notary Public)

9. BID PROPOSAL

Basic Specifications and Requirements

All underground commercial distribution work to include new commercial construction and UG cable/facility replacement. The scope of work requires installation, replacement and termination of UG commercial distribution facilities. All Primary and Secondary voltage work shall be done by the Prime CONTRACTOR. Approximately 80% of the perspective utility contractor's activity would be cable/facility replacement work and 20% would be new construction in commercial developments. Both cable replacement and new construction activities will involve the installation and/or replacement of both 750 MCM and 1/0 primary cable and may involve the installation of underground vaults and concrete-encased duct bank. All equipment installed in commercial developments will be both sub-surface and surface mounted equipment. 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.

At the direction of PWC the contractor may be required to provide labor and equipment to support restoration of services as the result of storm damage, natural disaster or any other such emergency affecting PWC's ability to provide normal services to our customers. Such services shall be provided according to the contractors' hourly labor and equipment rates identified in their bid as Storm Support.

00 32 00 | BID FORM SUPPLEMENTS

PUBLIC WORKS COMMISSION
Fayetteville North Carolina

UNDERGROUND Specifications and Bid Documents - Labor and Equipment Contract
Annual Construction Services Contract

UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 1 - POLES

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
PA24XX	POLE, ALUMINUM, 24' REMOVAL ONLY	1.3	Ea.	5	N/A	N/A	N/A		N/A	N/A
PC35XX	POLE, CONCRETE, 35'-REMOVAL	1.4	Ea.	5	N/A	N/A	N/A		N/A	N/A
PC38XX	POLE, CONCRETE, 38'	1.4	Ea.	5	N/A		N/A		N/A	N/A
PC38BK	POLE, CONCRETE, 38', BLACK (FOR DOWNTOWN USE ONLY) TEARDROP SPECIFIC	1.4	Ea.	5	N/A		N/A		N/A	N/A
PC38BKSTRDWY	POLE, CONCRETE, 38', BLACK (STANDARD ROADWAY) TAPERED BRACKET SPECIFIC	1.4	Ea.	5	N/A		N/A		N/A	N/A
PF24BK	POLE, FIBERGLASS, 24', BLACK	1.2	Ea.	10	N/A		N/A		N/A	N/A
PF24GR	POLE, FIBERGLASS, 24', GRAY	1.2	Ea.	10	N/A	N/A	N/A		N/A	N/A
PF35BK	POLE, FIBERGLASS, 35', BLACK - REMOVAL ONLY	1.2	Ea.	10	N/A	N/A	N/A		N/A	N/A
PF35GR	POLE, FIBERGLASS, 35', GRAY - REMOVAL ONLY	1.2	Ea.	125	N/A	N/A	N/A		N/A	N/A
PF35BS	POLE, FIBERGLASS, 35', SMOOTH, BLACK	1.2	Ea.	125	N/A		N/A		N/A	N/A
PF35GS	POLE, FIBERGLASS, 35', SMOOTH, GRAY	1.2	Ea.	350	N/A		N/A		N/A	N/A
PF38BW	POLE, FIBERGLASS, 38', GRAY, BREAK-AWAY	1.2	Ea.	10	N/A		N/A		N/A	N/A
PF47BW	POLE, FIBERGLASS, 47', GRAY, BREAK-AWAY	1.2	Ea.	10	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 4 - SWITCHES

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
SW1COLB	SWITCH, 100 A LB CUTOUT	4.1	Ea.	250						
SW2COLB	SWITCH, 200 A LB CUTOUT	4.1	Ea.	10						
SW6DED3	SWITCH, 600 A, 25 KV, DEADEND DISCONNECT	4.2	Ea.	5						
SW6DED4	SWITCH, 600 A, 25 KV, DEADEND DISCONNECT	4.2	Ea.	5						
SW6LTDE	SWITCH, 600 A, 25 KV, DEADEND, LINE TAP	4.2	Ea.	5						
SW6ILD3	SWITCH, 600 A, 25 KV, INLINE	4.2	Ea.	5						
SW6ILD4	SWITCH, 600 A, 25 KV, INLINE	4.2	Ea.	5						
SW6LTIL	SWITCH, 600 A, 25 KV, INLINE, LINE TAP	4.2	Ea.	5						
SWRPVACINT600	VACUUM SWITCH INTERRUPTER FOR DIP POLE, 600 AMP	4.3	Ea.	5						

UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 6 - POLE LINE HARDWARE

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
BKTCOLA1	BKT., CO/LA, 1-PHASE	6.1	Ea.	10						
BKTCOLA3	BKT., CO/LA, 3-PHASE	6.1	Ea.	50						
BKTMIF1	BKT., MIF (1 BOLT, 1 LAG)	6.1	Ea.	25						
BKTMIF2	BRACKET, MIF	6.1	Ea.	25						
TRUNADAP	TRUNNION ADAPTER	6.3	Ea.	10	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 7 - CONDUCTORS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
200ASPLICE	200A SPLICE UCD INSTALL LABOR ONLY	7.5	Ea.	100	N/A		N/A	N/A	N/A	N/A
600ASPLICE	600A SPLICE UCD INSTALL LABOR ONLY	7.5	Ea.	30	N/A		N/A	N/A	N/A	N/A
1/OPEXTRA10FT	1/0 AL PRIMARY EXTRA CABLE PER PHASE 10 FEET	7.6	Ea.	200	N/A		N/A		N/A	N/A
1/OPEXTRADIP30	1/0 AL PRIMARY EXTRA CABLE PER PHASE FOR 30 FT DIP	7.6	Ea.	30	N/A		N/A		N/A	N/A
1/OPEXTRADIP40	1/0 AL PRIMARY EXTRA CABLE PER PHASE FOR 40 FT DIP	7.6	Ea.	30	N/A		N/A		N/A	N/A
2TEXTRA10FT	#2 AL TRIPLEX EXTRA CABLE 10 FEET	7.6	Ea.	10	N/A		N/A		N/A	N/A
2TEXTRADIP30	#2 AL TRIPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	5	N/A		N/A		N/A	N/A
2EXTRALTP50	#2 AL TRIPLEX EXCESS CABLE FOR UP LIGHT POLE 50 FT	7.6	Ea.	5	N/A		N/A		N/A	N/A
350QEXTRA10FT	350 AL TRIPLEX EXTRA CABLE 10 FEET	7.6	Ea.	25	N/A		N/A		N/A	N/A
350QEXTRADIP30	350 AL QUADRUPLX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	10	N/A		N/A		N/A	N/A
350TEXTRA10FT	350 AL TRIPLEX EXTRA CABLE 10 FEET	7.6	Ea.	75	N/A		N/A		N/A	N/A
350TEXTRADIP30	350 AL TRIPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	15	N/A		N/A		N/A	N/A
4/OPEXTRA10FT	4/0 AL PRIMARY EXTRA CABLE PER PHASE 10 FEET	7.6	Ea.	15	N/A		N/A		N/A	N/A
4/OPEXTRADIP30	4/0 AL PRIMARY EXTRA CABLE PER PHASE FOR 30 FT DIP	7.6	Ea.	10	N/A		N/A		N/A	N/A
4/OPEXTRADIP40	4/0 AL PRIMARY EXTRA CABLE PER PHASE FOR 40 FT DIP	7.6	Ea.	10	N/A		N/A		N/A	N/A
4/OQEXTRA10FT	4/0 AL QUADRAPLEX EXTRA CABLE 10 FEET	7.6	Ea.	25	N/A		N/A		N/A	N/A
4/OQEXTRADIP30	4/0 AL QUADRAPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	15	N/A		N/A		N/A	N/A
4/OTEXTRA10FT	4/0 AL TRIPLEX EXTRA CABLE 10 FEET	7.6	Ea.	150	N/A		N/A		N/A	N/A
4/OTEXTRADIP30	4/0 AL TRIPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	50	N/A		N/A		N/A	N/A
500QEXTRA10FT	500 MCM AL QUADRAPLEX EXTRA CABLE 10 FEET	7.6	Ea.	10	N/A		N/A		N/A	N/A
500QEXTRADIP30	500 MCM AL QUADRAPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	15	N/A		N/A		N/A	N/A
500TEXTRA10FT	500 MCM AL TRIPLEX EXTRA CABLE 10 FEET	7.6	Ea.	10	N/A		N/A		N/A	N/A
500TEXTRADIP30	500 MCM AL TRIPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	15	N/A		N/A		N/A	N/A
6TEXTRA10FT	#6 AL TRIPLEX EXTRA CABLE 10 FEET	7.6	Ea.	50	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 7 - CONDUCTORS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
6TEXTRADIP30	#6 AL TRIPLEX EXTRA CABLE FOR 30 FT DIP	7.6	Ea.	25	N/A		N/A		N/A	N/A
6EXTRALTP50	#6 AL TRIPLEX EXCESS CABLE FOR UP LIGHT POLE 50 FT	7.6	Ea.	50	N/A		N/A		N/A	N/A
750PEXTRA10FT	750 AL CN PRIMARY EXTRA CABLE PER PHASE 10 FEET	7.6	Ea.	30	N/A		N/A		N/A	N/A
750PEXTRADIP30	750 AL CN PRIMARY EXTRA CABLE PER PHASE FOR 30 FT DIP	7.6	Ea.	15	N/A		N/A		N/A	N/A
750PEXTRADIP40	750 AL CN PRIMARY EXTRA CABLE PER PHASE FOR 40 FT DIP	7.6	Ea.	15	N/A		N/A		N/A	N/A
DACN010	UG ALUMINUM W/CONCENTRIC NEUTRAL #1/0 (PRI. IN CONDUIT)	7.6	Ea.	80000	N/A		N/A		N/A	N/A
DACN040	UG ALUMINUM W/CONCENTRIC NEUTRAL, #4/0 (PRI. IN CONDUIT)	7.6	Ea.	1000	N/A		N/A		N/A	N/A
DACN750	UG ALUMINUM W/CONCENTRIC NEUTRAL, #750 (PRI. IN CONDUIT)	7.6	Ea.	10000	N/A		N/A		N/A	N/A
DAQPX040	UG ALUMINUM QUADRUPLX, #4/0 (SEC. OR SERV. IN CONDUIT)	7.6	Ea.	1000	N/A		N/A		N/A	N/A
DAQPX350	UG ALUMINUM QUADRUPLX, #350 (SEC. OR SERV. IN CONDUIT)	7.6	Ea.	1000	N/A		N/A		N/A	N/A
DAQPX500	UG ALUMINUM QUADRUPLX, #500 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	1000	N/A		N/A		N/A	N/A
DATPX002	UG ALUMINUM TRIPLEX, #2 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	1000	N/A		N/A		N/A	N/A
DATPX006	UG ALUMINUM TRIPLEX, #6 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	5000	N/A		N/A		N/A	N/A
DATPX040	UG ALUMINUM TRIPLEX, #4/0 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	25000	N/A		N/A		N/A	N/A
DATPX350	UG ALUMINUM TRIPLEX, #350 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	5000	N/A		N/A		N/A	N/A

DATPX500	UG ALUMINUM TRIPLEX, #500 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	2500	N/A		N/A		N/A	N/A
DAXLP500	UG ALUMINUM XLP. INSULATED, #500 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	100	N/A		N/A		N/A	N/A
DAXLP750	UG ALUMINUM XLP INSULATED, #750 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	100	N/A		N/A		N/A	N/A
DCBN020	UG COPPER, #2/0 (NEUTRAL IN CONDUIT)	7.6	Ft.	100	N/A	N/A	N/A		N/A	N/A
DCLPN250	UG COPPER, POLYETHYLENE INSULATED, #250 (NEUTRAL IN CONDUIT)	7.6	Ft.	100	N/A		N/A		N/A	N/A
DCLSNH040	UG COPPER POLYOLEFIN INSUL, #4/0 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	100	N/A		N/A		N/A	N/A
DCLSNH500	UG COPPER POLYOLEFIN INSUL, #500 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	1500	N/A		N/A		N/A	N/A
DCTPX001	UG COPPER TRIPLEX, #10 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	100	N/A		N/A		N/A	N/A
DCXLP350	UG COPPER XLP INSULATED, #350 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	100	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 7 - CONDUCTORS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
DCXLP500	UG COPPER XLP INSULATED, #500 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	1500	N/A		N/A		N/A	N/A
DCXLP600	UG COPPER XLP INSULATED, #600 (SEC. OR SERV. IN CONDUIT)	7.6	Ft.	1500	N/A		N/A		N/A	N/A
UAQPX040	U/G ALUMINUM QUADRUPLX, 4/0 (SECONDARY OR SERVICE)	7.6	Ft.	250	N/A		N/A	N/A	N/A	N/A
UAQPX350	U/G ALUMINUM QUADRUPLX, #350 (SECONDARY OR SERVICE)	7.6	Ft.	250	N/A		N/A	N/A	N/A	N/A
UAQPX500	U/G ALUMINUM QUADRUPLX, 500 (SECONDARY OR SERVICE)	7.6	Ft.	250	N/A		N/A	N/A	N/A	N/A
UATPX002	U/G ALUMINUM TRIPLEX, #2 (SECONDARY OR SERVICE)	7.6	Ft.	250	N/A		N/A	N/A	N/A	N/A
UATPX006	U/G ALUMINUM TRIPLEX, #6 (SECONDARY OR SERVICE)	7.6	Ft.	5000	N/A		N/A	N/A	N/A	N/A
UATPX040	U/G ALUMINUM TRIPLEX, 4/0 (SECONDARY OR SERVICE)	7.6	Ft.	10000	N/A		N/A	N/A	N/A	N/A
UATPX350	U/G ALUMINUM TRIPLEX, 350 (SECONDARY OR SERVICE)	7.6	Ft.	250	N/A		N/A	N/A	N/A	N/A
UATPX500	U/G ALUMINUM TRIPLEX, 500 (SECONDARY OR SERVICE)	7.6	Ft.	250	N/A		N/A	N/A	N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 8 - CONDUCTOR ATTACHMENTS & CONNECTIONS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
TERM10	TERMINATOR, 1/0 AL.	8.6	Ea.	60	N/A		N/A		N/A	N/A
TERM40	TERMINATOR, 4/0 AL.	8.6	Ea.	15	N/A		N/A		N/A	N/A
TERM750C	TERMINATOR, 750 AL.W/ COLD SHRINK	8.6	Ea.	15	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 11 - DUCT/CONDUIT

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
DUCT2H9C	BEND, 2" HDPE, 90 DEGREE, 24" RADIUS	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT2H9O	BEND, 2" HPDE, 90 DEGREE, 36" RADIUS	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCT3H9O	BEND, 3" HPDE, 90 DEGREE, 36" RADIUS	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCT4H9F	BEND, 4" HDPE, 90 DEGREE, 60" RADIUS	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCT6H9E	BEND, 6" HDPE, 90 DEGREE, 48" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT6H9F	BEND, 6" HDPE, 90 DEGREE, 60" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT1P9A	CONDUIT ELBOWS, 1" PVC, 90 DEGREES, 9.5" RADIUS	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT2P2C	CONDUIT ELBOWS, 2" PVC, 22.5 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT2P2C-COM	CONDUIT ELBOWS, 2" PVC, 22.5 DEGREE, 24" RADIUS FOR COMM.	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT2P4O	CONDUIT ELBOWS, 2" PVC, 45 DEGREE, 36" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT2P4O-COM	CONDUIT ELBOWS, 2" PVC, 45 DEGREE, 36" RADIUS FOR COMM	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT2P9O	CONDUIT ELBOWS, 2" PVC, 90 DEGREE, 36" RADIUS	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A

DUCT2P90-COM	CONDUIT ELBOWS, 2" PVC, 90 DEGREE, 36" RADIUS FOR COMM	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT2P9A	CONDUIT ELBOWS, 2" PVC, 90 DEGREES, 9.5" RADIUS	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCT2P9A-COM	CONDUIT ELBOWS, 2" PVC, 90 DEGREES, 9.5" RADIUS FOR COMM	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCT3P2C	CONDUIT ELBOWS, 3" PVC, 22.5 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT3P4C	CONDUIT ELBOWS, 3" PVC, 45 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT3P9C	CONDUIT ELBOWS, 3" PVC, 90 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT3P9O	CONDUIT ELBOWS, 3" PVC, 90 DEGREE, 36" RADIUS	11.6	Ea.	75	N/A		N/A	N/A	N/A	N/A
DUCT4P2C	CONDUIT ELBOWS, 4" PVC, 22.5 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT4P2C-COM	CONDUIT ELBOWS, 4" PVC, 22.5 DEGREE, 24" RADIUS, FOR COMM	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT4P4C	CONDUIT ELBOWS, 4" PVC, 45 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT4P4C-COM	CONDUIT ELBOWS, 4" PVC, 45 DEGREE, 24" RADIUS FOR COMM	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT4P9C	CONDUIT ELBOWS, 4" PVC, 90 DEGREE, 24" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 11 - DUCT/CONDUIT

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
DUCT4P9C-COM	CONDUIT ELBOWS, 4" PVC, 90 DEGREE, 24" RADIUS FOR COMM	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT4P9O	CONDUIT ELBOWS, 4" PVC, 90 DEGREE, 36" RADIUS	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCT4P9O-COM	CONDUIT ELBOWS, 4" PVC, 90 DEGREE, 36" RADIUS FOR COMM	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT4S9C	CONDUIT ELBOWS, 4" STEEL, 90 DEGREE, 24" RADIUS	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT4S9E	CONDUIT ELBOWS, 4" STEEL, 90 DEGREE, 48" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT6P2E	CONDUIT ELBOWS, 6" PVC, 22.5 DEGREE, 48" RADIUS	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCT6P4E	CONDUIT ELBOWS, 6" PVC, 45 DEGREE, 48" RADIUS	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCT6B4E	CONDUIT ELBOWS, 6" PVC, 45 DEGREES, 48" RADIUS, ENCASED	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DUCT6P9O	CONDUIT ELBOWS, 6" PVC, 90 DEGREE, 48" RADIUS	11.6	Ea.	25	N/A		N/A	N/A	N/A	N/A
DUCT6B9E	CONDUIT ELBOWS, 6" PVC, 90 DEGREE, 48" RADIUS, ENCASED	11.6	Ea.	10	N/A		N/A	N/A	N/A	N/A
DIP130P	CONDUIT RISER, 30' OF 1" PVC	11.1	Ea.	50	N/A		N/A		N/A	
DIP230P	CONDUIT RISER, 30' OF 2" PVC	11.1	Ea.	75	N/A		N/A		N/A	
DIP330P	CONDUIT RISER, 30' OF 3" PVC	11.1	Ea.	30	N/A		N/A		N/A	
DIP430P	CONDUIT RISER, 30' OF 4" PVC	11.1	Ea.	75	N/A		N/A		N/A	
DIP630P	CONDUIT RISER, 30' OF 6" PVC	11.1	Ea.	10	N/A		N/A		N/A	
DIP240P	CONDUIT RISER, 40' OF 2" PVC	11.1	Ea.	25	N/A		N/A		N/A	
DIP340P	CONDUIT RISER, 40' OF 3" PVC	11.1	Ea.	20	N/A		N/A		N/A	
DIP440P	CONDUIT RISER, 40' OF 4" PVC	11.1	Ea.	25	N/A		N/A		N/A	
DIP640P	CONDUIT RISER, 40' OF 6" PVC	11.1	Ea.	5	N/A		N/A		N/A	
DUCT2H	CONDUIT, CONT. HDPE, 2", W/PULL TAPE, BLACK/RED STRIPE	11.2	Ft.	200	N/A		N/A	N/A	N/A	N/A
DUCT1H	CONDUIT, HDPE CONTINUOUS, 1 1/4"	11.2	Ea.	500	N/A		N/A	N/A	N/A	N/A
DUCT4H	CONDUIT, HDPE, CONTINUOUS, 4"	11.2	Ft.	250	N/A		N/A	N/A	N/A	N/A
DUCT1P	CONDUIT, PVC, 1"	11.2	Ea.	500	N/A		N/A	N/A	N/A	N/A
DUCT2P	CONDUIT, PVC, 2"	11.2	Ft.	5000	N/A		N/A	N/A	N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 11 - DUCT/CONDUIT

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
DUCT2P-COM	CONDUIT, PVC, 2" FOR COMMUNICATIONS	11.6	Ft.	500	N/A		N/A	N/A	N/A	N/A
DUCT3P	CONDUIT, PVC, 3"	11.2	Ft.	20000	N/A		N/A	N/A	N/A	N/A

DUCT4P	CONDUIT, PVC, 4"	11.2	Ft.	10000	N/A		N/A	N/A	N/A	N/A
DUCT4P-COM	CONDUIT, PVC, 4" FOR COMMUNICATIONS	11.2	Ft.	1000	N/A		N/A	N/A	N/A	N/A
DUCT6P	CONDUIT, PVC, 6"	11.2	Ft.	2000	N/A		N/A	N/A	N/A	N/A
DUCTCPL2	COUPLING, ELECTROFUSION, 2"	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCTCPL3	COUPLING, ELECTROFUSION, 3"	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCTCPL4	COUPLING, ELECTROFUSION, 4"	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCTCPL6	COUPLING, ELECTROFUSION, 6"	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCTCPL3PVCL	COUPLING, LONG, CONDUIT, 3" ,PVC	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCTCPL6PVCL	COUPLING, LONG, CONDUIT, 6" ,PVC	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCTCPL7PT	COUPLING, PUSH-TYPE, 1-1/4"	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCTCPL7PT-COM	COUPLING, PUSH-TYPE, 1-1/4", FOR COMMUNICATIONS	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
DUCTCPL2PT	COUPLING, PUSH-TYPE, 2"	11.6	Ea.	50	N/A		N/A	N/A	N/A	N/A
DUCTCPL6PT	COUPLING, PUSH-TYPE, 6"	11.6	Ea.	20	N/A		N/A	N/A	N/A	N/A
DUCTCPL4PVC	COUPLING, CONDUIT, 4", PVC	11.6	Ea.	5	N/A		N/A	N/A	N/A	N/A
TRACERWIRE-COM	TRACER WIRE FOR EMPTY CONDUIT ON COMMUNICATIONS SYSTEM	11.2	Ft.	100	N/A		N/A	N/A	N/A	N/A
TRACERWIRE	TRACER WIRE FOR EMPTY CONDUIT ON ELECTRIC SYSTEM	11.2	Ft.	100	N/A		N/A	N/A	N/A	N/A
UGARD230	UGARD, 2", 30'	11.1	Ea.	25	N/A		N/A		N/A	
UGARD330	UGARD, 3", 30'	11.1	Ea.	25	N/A		N/A		N/A	
UGARD430	UGARD, 4", 30'	11.1	Ea.	25	N/A		N/A		N/A	
UGARD630	UGARD, 6", 30'	11.1	Ea.	10	N/A		N/A		N/A	

UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 12 - FOUNDATIONS & PADS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
GRDPOST	GUARD POST	12.1	Ea.	10	N/A		N/A		N/A	N/A
PADBOX2	PAD, COMPARTMENTAL FOR 3 PH ENCLOSURES	12.1	Ea.	5	N/A		N/A		N/A	N/A
PADPMS05	PAD, CONCRETE FOR METALCLAD SWITCHGEAR	12.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
PADPMS09	PAD, CONCRETE FOR METALCLAD SWITCHGEAR	12.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
PADPOLYL	PAD, POLYMER COVERED MONOLITHIC, LARGE REMOVAL ONLY	12.1	Ea.	25	N/A	N/A	N/A		N/A	N/A
PADPOLYM	PAD, POLYMER COVERED MONOLITHIC, MEDIUM	12.1	Ea.	50	N/A	N/A	N/A		N/A	N/A
PADPOLYS	PAD, POLYMER COVERED MONOLITHIC, SMALL	12.1	Ea.	25	N/A	N/A	N/A		N/A	N/A
PADPOLYV	PAD, XFMR, POLY CV'D MONO (COVER TUBULAR VAULTS) REMOVE ONLY	12.1	Ea.	10	N/A	N/A	N/A		N/A	N/A
PAD72	PAD, 72" CONCRETE REMOVAL ONLY	12.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
PAD84	PAD, 84" CONCRETE	12.2	Ea.	5	N/A		N/A		N/A	N/A
PAD96	PAD, 96" CONCRETE	12.2	Ea.	5	N/A		N/A		N/A	N/A
PADBOX1	PAD, TRANSFORMER COMPARTMENTAL	12.2	Ea.	200	N/A		N/A		N/A	N/A
PADCONC1	PAD, CONCRETE, PRECAST, 52"X 56" X 4"	12.2	Ea.	25	N/A		N/A		N/A	N/A
PADCONC2	PAD, CONCRETE, PRECAST, 42"X 48" X 4"	12.2	Ea.	200	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 13 - PEDESTALS & ENCLOSURES

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
JB24X24	JUNCTION BOX, 24 X 24 REMOVAL ONLY	13.1	Ea.	15	N/A	N/A			N/A	N/A
JB24X36	JUNCTION BOX, 24 X 36--REMOVAL ONLY	13.1	Ea.	15	N/A	N/A			N/A	N/A
JB36X36	JUNCTION BOX, 36 X 36 REMOVAL ONLY	13.1	Ea.	15	N/A	N/A			N/A	N/A
JB40X36	JUNCTION BOX, 40 X 36 REOVAL ONLY	13.1	Ea.	15	N/A	N/A			N/A	N/A

PJE13	PRIMARY JUNCTION ENCLOSURE, SINGLE PHASE	13.1	Ea.	25	N/A		N/A		N/A	N/A
PJE33	PRIMARY JUNCTION ENCLOSURE, THREE PHASE	13.1	Ea.	15	N/A		N/A		N/A	N/A
PJE34	PRIMARY JUNCTION ENCLOSURE, THREE PHASE	13.1	Ea.	30	N/A		N/A		N/A	N/A
PJE3D	ENCLOSURE,PRIMARY JUNCTION, DOUBLE CIRCUIT, FBGL, LARGE	13.1	Ea.	30	N/A		N/A		N/A	N/A
TOPBOX1	BOX PAD COVER	13.1	Ea.	10	N/A		N/A		N/A	N/A
TRANCLOSURELF	FIBERGLASS, 42"X84"X63", ENCLOSURE - LARGE REMOVAL	13.1	Ea.	10	N/A	N/A	N/A		N/A	N/A
TRANCLOSURESF	FIBERGLASS, 42"X84"X45", ENCLOSURE - SMALL REMOVAL	13.1	Ea.	10	N/A	N/A	N/A		N/A	N/A
CV09X14P	PEDESTAL BASE COVER, 9 X 14 REMOVAL ONLY	13.2	Ea.	10	N/A	N/A	N/A		N/A	N/A
JB18X18	JUNCTION BOX, 18 X 18 REMOVAL ONLY	13.2	Ea.	50	N/A	N/A	N/A		N/A	N/A
SJE14	SECONDARY JUNCTION ENCLOSURE	13.2	Ea.	200					N/A	N/A
SJE14F	SECONDARY JUNCTION ENCLOSURE W/ FLAT COVER	13.2	Ea.	30					N/A	N/A
SJE34	SECONDARY JUNCTION ENCLOSURE	13.2	Ea.	200					N/A	N/A
SJE34F	SECONDARY JUNCTION ENCLOSURE W/ FLAT COVER	13.2	Ea.	30					N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 14 - VAULTS & ACCESSORIES

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
MH05X10	MANHOLE, 5 X 10	14.1	Ea.	10	N/A		N/A		N/A	N/A
MH06X11	MANHOLE, 6 X 11	14.1	Ea.	10	N/A		N/A		N/A	N/A
HH09X14	HAND HOLE, 9 X 14	14.2	Ea.	5	N/A		N/A		N/A	N/A
HH12X12	HAND HOLE, 12 X 12	14.2	Ea.	100					N/A	N/A
HH14X18	HAND HOLE, 14 X 18	14.2	Ea.	1					N/A	N/A
HH24X36	HAND HOLE, 24 X 36	14.2	Ea.	15					N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 15 - SWITCHES (UNDERGROUND)

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
SWU093AF	SWITCHING CABINET, PADMOUNT, DEADFRONT, TYPE 9	15.1	Ea.	2	N/A		N/A		N/A	N/A
SWU093AP	SWITCH, UG, TYPE 9, 3 PHASE, AIR INSULATED, PDMT	15.1	Ea.	2	N/A		N/A		N/A	N/A
SWU093GC	SWITCH, UG, TYPE 9, 3 PHASE, GAS (SF6) INSULATED, COMPACT	15.1	Ea.	2	N/A		N/A		N/A	N/A
SWU093GS	SWITCH, UG, TYPE 9, 3 PHASE, GAS (SF6) INSULATED, PDMT	15.1	Ea.	2	N/A		N/A		N/A	N/A
SWU093GT	SWITCH, UG, TYPE 9, 3 PHASE, (SF6) AUTO TRANSFER , PDMT	15.1	Ea.	2	N/A		N/A		N/A	N/A
SWU093GV	SWITCH, UG, TYPE 9, 3 PHASE, GAS (SF6) INSULATED, VAULT	15.1	Ea.	2	N/A		N/A		N/A	N/A
SWU113AF	SWITCHING CABINET, PADMOUNT, DEADFRONT, TYPE 11	15.1	Ea.	1	N/A		N/A		N/A	N/A
SWU113AP	SWITCH, UG, TYPE 11, 3 PHASE, AIR INSULATED, PDMT	15.1	Ea.	1	N/A		N/A		N/A	N/A
SWU123AF	SWITCHING CABINET, PADMOUNT, DEADFRONT, TYPE 12	15.1	Ea.	1	N/A		N/A		N/A	N/A
SWU123AP	SWITCH, UG, TYPE 12, 3 PHASE, AIR INSULATED, PDMT	15.1	Ea.	1	N/A		N/A		N/A	N/A
SWU093VT	SWITCHING CABINET, PADMOUNT, VACUUM, DF, AUTO-TRANSFER	15.2	Ea.	1	N/A		N/A		N/A	N/A
SWU103GC	SWITCH, UG, TYPE 10, 3 PHASE, GAS (SF6) INSULATED, COMPACT	15.2	Ea.	1	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 16 - EXCAVATION

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
XVG4032	GUIDED BORING, W, 2-3" CONDUITS	16.3	Ft.	300	N/A		N/A	N/A	N/A	N/A
XVG4062	GUIDED BORING, W, 2-6" CONDUITS	16.3	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVG4033	GUIDED BORING, W, 3-3" CONDUITS	16.3	Ft.	500	N/A		N/A	N/A	N/A	N/A

XVGR12X	GUIDED BORING, W/12" REAMER, MULTIPLE CONDUITS	16.3	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVG4021	GUIDED BORING, W/1-2" CONDUITS	16.3	Ft.	15000	N/A		N/A	N/A	N/A	N/A
XVG4031	GUIDED BORING, W/1-3" CONDUITS	16.3	Ft.	250	N/A		N/A	N/A	N/A	N/A
XVG4041	GUIDED BORING, W/1-4" CONDUITS	16.3	Ft.	3000	N/A		N/A	N/A	N/A	N/A
XVG4061	GUIDED BORING, W/1-6" CONDUITS	16.3	Ft.	175	N/A		N/A	N/A	N/A	N/A
XVGR16X	GUIDED BORING, W/16" REAMER, MULTIPLE CONDUITS	16.3	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVG4022	GUIDED BORING, W/2-2" CONDUITS	16.3	Ft.	15000	N/A		N/A	N/A	N/A	N/A
XVG4042	GUIDED BORING, W/2-4" CONDUITS	16.3	Ft.	900	N/A		N/A	N/A	N/A	N/A
XVG4023	GUIDED BORING, W/3-2" CONDUITS	16.3	Ft.	15000	N/A		N/A	N/A	N/A	N/A
XVG4043	GUIDED BORING, W/3-4" CONDUITS	16.3	Ft.	900	N/A		N/A	N/A	N/A	N/A
XVG4024	GUIDED BORING, W/4-2" CONDUITS	16.3	Ft.	1200	N/A		N/A	N/A	N/A	N/A
XVG4034	GUIDED BORING, W/4-3" CONDUITS	16.3	Ft.	500	N/A		N/A	N/A	N/A	N/A
XVG4044	GUIDED BORING, W/4-4" CONDUITS	16.3	Ft.	900	N/A		N/A	N/A	N/A	N/A
XVG4025	GUIDED BORING, W/5-2" CONDUITS	16.3	Ft.	1200	N/A		N/A	N/A	N/A	N/A
XVGR6XX	GUIDED BORING, W/6" REAMER, MULTIPLE CONDUITS	16.3	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVG4026	GUIDED BORING, W/6-2" CONDUITS	16.3	Ft.	1200	N/A		N/A	N/A	N/A	N/A
XVGR8XX	GUIDED BORING, W/8" REAMER MULTIPLE CONDUITS	16.3	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVH3X2T	HAND DIGGING, 3' D X 24" W, FILL & TAMP	16.1	Ft.	2000	N/A		N/A	N/A	N/A	N/A
XVH418C	HAND DIGGING, 4' D X 18" W, FILL, TAMP & REPAVE w/ CONCRETE	16.1	Ft.	500	N/A		N/A	N/A	N/A	N/A
XVH4X2T	HAND DIGGING, 4' D X 24" W, FILL & TAMP	16.1	Ft.	2000	N/A		N/A	N/A	N/A	N/A
XVH5X2T	HAND DIGGING, 5' D X 24" W, FILL & TAMP	16.1	Ft.	500	N/A		N/A	N/A	N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 16 - EXCAVATION

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
XVH6X2T	HAND DIGGING, 6' D X 24" W, FILL & TAMP	16.1	Ft.	250	N/A		N/A	N/A	N/A	N/A
POT HOLE	POT HOLE 2'X2'X4' EXCAVATE, BACKFILL W/SAND-CLAY NATIVE TOP SOIL, AND COMPACT	16.1	Ea.	200	N/A		N/A	N/A	N/A	N/A
POT HOLEFFX	POT HOLE 1'X1'X4' CUT & REMOVE ASPHALT, EXCAVATE, BACKFILL W/EXCAVATABLE FLOWABLE-FILL	16.1	Ea.	100	N/A		N/A	N/A	N/A	N/A
POT HOLEABCX	POT HOLE 1'X1'X4' CUT & REMOVE ASPHALT, EXCAVATE, BACKFILL W/SAND-CLAY, ABC STONE, AND COMPACT	16.1	Ea.	200	N/A		N/A	N/A	N/A	N/A
POT HOLEX	POT HOLE 1'X1'X4' EXCAVATE, BACKFILL, W/SAND-CLAY, NATIVE TOP SOIL AND COMPACT	16.1	Ea.	200	N/A		N/A	N/A	N/A	N/A
POT HOLEABC	POT HOLE 2'X2'4' CUT & REMOVE ASPHALT, EXCAVATE, BACKFILL W/SAND-CLAY ABC STONE, AND COMPACT	16.1	Ea.	300	N/A		N/A	N/A	N/A	N/A
POT HOLEFF	POT HOLE 2'X2'X4' CUT AND REMOVE ASPHALT, EXCAVATE, BACKFILL W/EXCAVATABLE FLOWABLE-FILL	16.1	Ea.	100	N/A		N/A	N/A	N/A	N/A
SIDEWALK	SIDEWALK REPLACEMENT 5'WX4"D (Maxium)	16.1	Ea.	50	N/A		N/A	N/A	N/A	N/A
XVT3X2T	TRENCHING, 3'D X 24"W, FILL & TAMP	16.1	Ft.	500	N/A		N/A	N/A	N/A	N/A
XVT306T	TRENCHING, 3'D X 6"W, FILL & TAMP	16.1	Ft.	3000	N/A		N/A	N/A	N/A	N/A
XVT418T	TRENCHING, 4'D X 18"W, FILL & TAMP	16.1	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVT418A	TRENCHING, 4'D X 18"W, FILL, TAMP REPAVE w/ ASPHALT	16.1	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVT4X2T	TRENCHING, 4'D X 24"W, FILL & TAMP	16.1	Ft.	7500	N/A		N/A	N/A	N/A	N/A
XVT406T	TRENCHING, 4'D X 6"W, FILL & TAMP	16.1	Ft.	1000	N/A		N/A	N/A	N/A	N/A
XVT5X2T	TRENCHING, 5'D X 24"W, FILL & TAMP	16.1	Ft.	3000	N/A		N/A	N/A	N/A	N/A
XVT6X2T	TRENCHING, 6'D X 24"W, FILL & TAMP	16.1	Ft.	500	N/A		N/A	N/A	N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 17 - TRANSFORMERS (UNDERGROUND)

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
T100P1A	TRANSFORMER, PADMOUNT, 100KVA, 12.47GRDY./2-240/120, 1 PH	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A

T100P4A	TRANSFORMER, PADMOUNT, 100KVA, 24.94GRDY/14.4-240/120	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T100P5A	TRANSFORMER, PADMOUNT, 100KVA, 24.94GRDY/14.4X12.47GRDY/7.2-	17.1	Ea.	10	N/A		N/A		N/A	N/A
T100P5D	TRANSFORMER, PADMOUNT, 100KVA, 24.94GRDY/14.4X12.47GRDY/7.2-	17.1	Ea.	1	N/A		N/A		N/A	N/A
T100P6A	TRANSFORMER, PADMOUNT, 100KVA, 24.94GRDY/14.4X12.47GRDY/7.2-	17.1	Ea.	10	N/A		N/A		N/A	N/A
T100P6D	TRANSFORMER, PADMOUNT, 100KVA, 24.94GRDY/14.4X12.47GRDY/7.2-4	17.1	Ea.	1	N/A		N/A		N/A	N/A
T100U1A	XFMR, URD, 100KVA, 12.47GRDY/7.2-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T100U3A	XFMR, URD, 100KVA, 22.86GRDY/13.2-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T100U4A	XFMR, URD, 100KVA, 24.94GRDY/14.4-240Y/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T167P1A	TRANSFORMER, PDMT, 167 KVA, 12.47GRDY/7.2-240/120, 1 PH	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T167P4A	TRANSFORMER, PDMT, 167 KVA, 24.94GRDY/14.4-240Y/120	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T167P5A	XFMR, PDMT, 167 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-240/120	17.1	Ea.	10	N/A		N/A		N/A	N/A
T167P6A	XFMR, PDMT, 167 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-240/120	17.1	Ea.	10	N/A		N/A		N/A	N/A
T167U1A	XFMR, URD, 167KVA, 12.47GRDY/7.2-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T167U3A	XFMR, URD, 167KVA, 22.86GRDY/13.2-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T250U3A	XFMR, URD, 250KVA, 22.86GRDY/13.2-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T25P1A	XFMR, PDMT, 25 KVA, 12.47GRDY/7.2 - 240/120, 1 PH	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T25P4A	XFMR, PDMT, 25 KVA, 24.94GRDY/14.4 - 240/120, 1 PH-REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T25P5A	XFMR, PDMT, 25 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 240/120	17.1	Ea.	50	N/A		N/A		N/A	N/A
T25P5D	XFMR, PDMT, 25 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 480/240	17.1	Ea.	2	N/A		N/A		N/A	N/A
T25P6A	XFMR, PDMT, 25 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 240/120	17.1	Ea.	25	N/A		N/A		N/A	N/A
T25P6D	XFMR, PDMT, 25 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 480/240	17.1	Ea.	2	N/A		N/A		N/A	N/A
T25U1A	XFMR, URD, 25 KVA, 12.47GRDY/7.2 - 240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T25U4A	XFMR, URD, 25 KVA, 24.94GRDY/14.4 - 240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 17 - TRANSFORMERS (UNDERGROUND)

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
T37P1A	XFMR, PDMT, 37.5 KVA, 12.47GRDY/7.2 - 240/120, REMOVAL ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T37U1A	XFMR, URD, 37.5 KVA, 12.47GRDY/7.2 - 240/120 - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T50P1A	TRANSFORMER, PDMT, 50 KVA, 12.47GRDY/7.2-240/120, 1PH-REM	17.1	Ea.	50	N/A	N/A	N/A		N/A	N/A
T50P4A	TRANSFORMER, PDMT, 50 KVA, 24.94GRDY/14.4-240/120, 1 PH	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T50P5A	XFMR, PDMT, 50 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-240/120	17.1	Ea.	75	N/A		N/A		N/A	N/A
T50P5D	XFMR, PDMT, 50 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-480/240	17.1	Ea.	5	N/A		N/A		N/A	N/A
T50P6A	XFMR, PDMT, 50 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-240/120	17.1	Ea.	25	N/A		N/A		N/A	N/A
T50P6D	XFMR, PDMT, 50 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-480/240	17.1	Ea.	5	N/A		N/A		N/A	N/A
T50U1A	XFMR, URD, 50 KVA, 12.47GRDY/7.2-240/120, 1PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T50U3A	XFMR, URD, 50KVA, 22.86GRDY/13.2-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T50U4A	XFMR, URD, 50 KVA, 24.94GRDY/14.4-240/120, 1 PH - REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T75P1A	TRANSFORMER, PDMT, 75 KVA, 12.47GRDY/7.2-240/120, 1 PH	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T75P5A	XFMR, PDMT, 75 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-240/120	17.1	Ea.	25	N/A		N/A		N/A	N/A
T75P6A	XFMR, PDMT, 75 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-240/120	17.1	Ea.	15	N/A		N/A		N/A	N/A
T75U1A	XFMR, URD, 75 KVA, 12.47GRDY/7.2-240/120 REM ONLY	17.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
T1000P1C	XFMR 3 PH, PDMT, 1000 KVA, 12.47GRDY/7.2-480/277, REM ONLY	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T1000P4C	TRANSFORMER, PDMT, 1000 KVA, 24.94GRDY/14.4-480Y/277, 3PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T1000P5C	TRANSFORMER, PADMOUNT, 1000KVA, 24.94GRDY/14.4X12.47GRDY/7.2-	17.2	Ea.	5	N/A		N/A		N/A	N/A
T1000P6C	TRANSFORMER, PADMOUNT, 1000KVA, 24.94GRDY/14.4X12.47GRDY/7.2	17.2	Ea.	5	N/A		N/A		N/A	N/A
T1500P1C	XFMR, PDMT, 1500 KVA, 12.47GRDY/7.2-480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A

T1500P4C	XFMR, PDMT, 1500 KVA, 24.94GRDY/14.4-480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T1500P5C	XFMR,PDMT,1500KVA,24.94GRDY/14.4X12.47GRDY/7.2-480Y/277, 3PH	17.2	Ea.	5	N/A		N/A		N/A	N/A
T1500P6C	XFMR,PDMT,1500KVA,24.94GRDY/14.4X12.47GRDY/7.2-480Y/277, 3PH	17.2	Ea.	5	N/A		N/A		N/A	N/A
T150P1B	TRANSFORMER, PDMT, 150 KVA, 12.47GRDY/7.2-208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A

**UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 17 - TRANSFORMERS (UNDERGROUND)**

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
T150P1C	TRANSFORMER, PDMT, 150 KVA, 12.47GRDY/7.2-480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T150P4B	TRANSFORMER, PDMT, 150 KVA, 24.94GRDY/14.4-208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T150P4C	TRANSFORMER, PDMT, 150 KVA, 24.94GRDY/14.4-480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T150P5B	TRANSFORMER, PDMT, 150 KVA, 24.94Y/14.4X12.47Y/7.2-208Y/120	17.2	Ea.	10	N/A		N/A		N/A	N/A
T150P5C	TRANSFORMER, PDMT, 150 KVA, 24.94Y/14.4X12.47Y/7.2-480Y/277	17.2	Ea.	5	N/A		N/A		N/A	N/A
T150P6B	TRANSFORMER, PDMT, 150 KVA, 24.94Y/14.4X12.47Y/7.2-208Y/120	17.2	Ea.	10	N/A		N/A		N/A	N/A
T150P6C	TRANSFORMER, PDMT, 150 KVA, 24.94Y/14.4X12.47Y/7.2-480Y/277	17.2	Ea.	5	N/A		N/A		N/A	N/A
T2500P4C	XFMR, PDMT, 2500 KVA, 24.94GRDY/14.4 - 480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T2500P5C	XFMR,PDMT,2500KVA,29.94GRDY/14.4X12.47GRDY/7.2-480Y/277,3 PH	17.2	Ea.	2	N/A		N/A		N/A	N/A
T2500P6C	XFMR,PDMT,2500KVA,29.94GRDY/14.4X12.47GRDY/7.2-480Y/277,3 PH	17.2	Ea.	2	N/A		N/A		N/A	N/A
T300P1B	XFMR, PDMT, 300 KVA, 12.47GRDY/7.2 - 208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T300P1C	XFMR, PDMT, 300 KVA, 12.47GRDY/7.2 - 480Y/277, 3 PH, REM ONLY	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T300P4B	XFMR, PDMT, 300 KVA, 24.94GRDY/14.4 - 208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T300P4C	XFMR3 PH, PDMT, 300 KVA, 24.94GRDY/14.4 - 480Y/277, REM ONLY	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T300P5B	XFMR, PDMT, 300 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 208Y/120	17.2	Ea.	10	N/A		N/A		N/A	N/A
T300P5C	XFMR, PDMT, 300 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 480Y/277	17.2	Ea.	10	N/A		N/A		N/A	N/A
T300P6B	XFMR, PDMT, 300 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 208Y/120	17.2	Ea.	5	N/A		N/A		N/A	N/A
T300P6C	XFMR, PDMT, 300 KVA, 24.94GRDY/14.4X12.47GRDY/7.2 - 480Y/277	17.2	Ea.	5	N/A		N/A		N/A	N/A
T333U2F	XFMR, URD, 333 KVA, 12.0 - 277	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T500P1B	TRANSFORMER, PDMT, 500 KVA, 12.47GRDY/7.2-208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T500P1C	TRANSFORMER, PDMT, 500 KVA, 12.47GRDY/7.2-480Y/277, 3PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T500P4B	TRANSFORMER, PDMT, 500 KVA, 24.94GRDY/14.4-208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T500P4C	TRANSFORMER, PDMT, 500 KVA, 24.94GRDY/14.4-480Y/277, 3PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T500P5B	XFMR, PDMT, 500 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-208Y/120	17.2	Ea.	10	N/A		N/A		N/A	N/A

**UNDERGROUND DISTRIBUTION CONSTRUCTION
ASSEMBLY GROUP 17 - TRANSFORMERS (UNDERGROUND)**

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
T500P5C	XFMR, PDMT, 500 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-480Y/277	17.2	Ea.	10	N/A		N/A		N/A	N/A
T500P6B	XFMR, PDMT, 500 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-208Y/120	17.2	Ea.	5	N/A		N/A		N/A	N/A
T500P6C	XFMR, PDMT, 500 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-480Y/277	17.2	Ea.	5	N/A		N/A		N/A	N/A
T750P1B	TRANSFORMER, PDMT, 750 KVA, 12.47GRDY/7.2-208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T750P1C	TRANSFORMER, PDMT, 750 KVA, 12.47GRDY/7.2-480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T750P4B	TRANSFORMER, PDMT, 750 KVA, 24.94GRDY/14.4-208Y/120, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T750P4C	TRANSFORMER, PDMT, 750 KVA, 12.47GRDY/7.2-480Y/277, 3 PH	17.2	Ea.	1	N/A	N/A	N/A		N/A	N/A
T750P5B	XFMR, PDMT, 750 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-208Y/120	17.2	Ea.	3	N/A		N/A		N/A	N/A
T750P5C	XFMR, PDMT, 750 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-480Y/277	17.2	Ea.	3	N/A		N/A		N/A	N/A
T750P6B	XFMR, PDMT, 750 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-208Y/120	17.2	Ea.	3	N/A		N/A		N/A	N/A

T750P6C	XFMR, PDMT, 750 KVA, 24.94GRDY/14.4X12.47GRDY/7.2-480Y/277	17.2	Ea.	3	N/A		N/A		N/A	N/A
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UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 18 - CONDUCTOR CONNECTOR COMPLEMENT (UNDERGROUND)

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
CC1LF10	COND. CMPLMT., 1-PH., LOOP FEED, FOR #1/0 AL. PRIMARY	18.1	Ea.	150	N/A		N/A		N/A	N/A
CC1LF40	COND. CMPLMT., 1-PH., LOOP FEED, FOR #4/0 AL. PRIMARY	18.1	Ea.	10	N/A		N/A		N/A	N/A
CC1LP10	COND. CMPLMT., 1-PH., LOOP FEED OPEN POINT, FOR #1/0 AL. PRI	18.1	Ea.	10	N/A		N/A		N/A	N/A
CC1LP40	COND. CMPLMT., 1-PH., LOOP FEED OPEN POINT, FOR #4/0 AL. PRI	18.1	Ea.	5	N/A		N/A		N/A	N/A
CC1RF10	COND. CMPLMT., 1-PH., RADIAL FEED, FOR #1/0AL. PRIMARY	18.1	Ea.	15	N/A		N/A		N/A	N/A
CC1RF40	COND. CMPLMT., 1-PH., RADIAL FEED, FOR #4/0AL. PRIMARY	18.1	Ea.	5	N/A		N/A		N/A	N/A
CC3RF10	COND., CMPLMT., 3-PH., RADIAL FEED, FOR #1/0 AL. PRIMARY	18.2	Ea.	45	N/A		N/A		N/A	N/A
CC3RF40	COND., CMPLMT., 3-PH., RADIAL FEED, FOR #4/0 AL. PRIMARY	18.2	Ea.	5	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 19 - CONDUCTOR ATTACHMENT & CONNECTION (UNDERGROUND)

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
EC600BH	ELBOW 600 A BASIC HOUSING	19.1	Ea.	45	N/A		N/A		N/A	N/A
EC600BH-TP	ELBOW 600 A BASIC HOUSING W/TEST POINT	19.1	Ea.	45	N/A		N/A		N/A	N/A
EC600BH-750	ELBOW 600 A BASIC HOUSING, w/Reducing Bushing, 750 MCM	19.1	Ea.	45	N/A		N/A		N/A	N/A
EC-LB-GND	GROUNDING ELBOW 200 A LOADBREAK	19.1	Ea.	15	N/A		N/A		N/A	N/A
JCT2-200-25LB	2 PT JUNCTION, 25KV, 200A, LOADBREAK	19.1	Ea.	15	N/A		N/A		N/A	N/A
JCT3-200-25LB	3 PT JUNCTION, 25KV, 200A, LOADBREAK	19.1	Ea.	15	N/A		N/A		N/A	N/A
JCT4-200-25LB	4 PT JUNCTION, 25KV, 200A, LOADBREAK	19.1	Ea.	15	N/A		N/A		N/A	N/A
JCT5-200-25LB	5 PT JUNCTION, 25KV, 200A, LOADBREAK	19.1	Ea.	5	N/A		N/A		N/A	N/A
EC10LB	1/0 ELBOW 200 A LOADBREAK	19.2	Ea.	300	N/A		N/A		N/A	N/A
EC40LB	4/0 ELBOW 200 A LOADBREAK	19.2	Ea.	15	N/A		N/A		N/A	N/A
EC10DB	ELBOW 200 A DEADBREAK,#1/0	19.3	Ea.	15	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 20 - METERING

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
ENCPRIINTR200A	PRIMARY METERING ENCLOSURE, LF, DF, LB, 200A	20.1	Ea.	1	N/A		N/A		N/A	N/A
ENCPRIINTR600A	PRIMARY METERING ENCLOSURE, LF, DF, NLB, 600A	20.1	Ea.	1	N/A		N/A		N/A	N/A
ENCSECMTR16	ENCLOSURE, SECONDARY METERING, 1600A	20.2	Ea.	2	N/A		N/A		N/A	N/A
ENCSECMTR25	ENCLOSURE, SECONDARY METERING, 2500A	20.2	Ea.	2	N/A		N/A		N/A	N/A
ENCSECMTR40	ENCLOSURE, SECONDARY METERING, 4000A	20.2	Ea.	2	N/A		N/A		N/A	N/A
ENCSPACER16A	ENCLOSURE, BASE SPACER, 1600A	20.2	Ea.	2	N/A		N/A		N/A	N/A
ENCSPACER25A	ENCLOSURE, BASE SPACER, 2500A	20.2	Ea.	2	N/A		N/A		N/A	N/A
ENCSPACER40A	ENCLOSURE, BASE SPACER, 4000A	20.2	Ea.	2	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 21 - LIGHTING

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
L130E2M1P	LUMINAIRE, LED, ROADWAY, TYPE II MED DIST, 130w	21.1	Ea.	25	N/A		N/A		N/A	N/A

L130E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III MED DIST, 130W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L130EBM1P	LUMINAIRE, LED, ROADWAY, TYPE III MED DIST, BLACK, 130W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L130EHM1P	LUMINAIRE, LED, ROADWAY, TYPE II MED DIST, BLACK, 130W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L14E2M1P	LUMINAIRE,LED,ROADWAY,TYPE II MED DIST,14,000 LUMENS	21.1	Ea.	25	N/A		N/A		N/A	N/A
L180E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III MEDIUM DISTRIBUTION, 180W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L180EBM1P	LUMINAIRE, LED, ROADWAY, TYPE III MED DIST, BLACK, 180W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L200E2M1P	LUMINAIRE, LED, ROADWAY, TYPE II DIST, 200W	21.1	Ea.	50	N/A		N/A		N/A	N/A
L200E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III MED DISTRIBUTION, 200W	21.1	Ea.	50	N/A		N/A		N/A	N/A
L200EBM1P	LUMINAIRE, LED, ROADWAY, TYPE III DIST, BLACK, 200W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L200EHM1P	LUMINAIRE, LED, ROADWAY, TYPE II DIST, BLACK, 200W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L20E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III MED DISTRIBUTION, 200W	21.1	Ea.	50	N/A		N/A		N/A	N/A
L240EFM1P	LUMINAIRE, LED, FLOODLIGHT, 6X5 DISTRIBUTION, SMALL, GRAY, 240W	21.1	Ea.	50	N/A		N/A		N/A	N/A
L320EFM1P	LUMINAIRE, LED, FLOODLIGHT, 6X5 DISTRIBUTION, LARGE, GRAY, 320W	21.1	Ea.	50	N/A		N/A		N/A	N/A
L50E2M1P	LUMINAIRE, LED, ROADWAY, TYPE II, 50 W	21.1	Ea.	200	N/A		N/A		N/A	N/A
L50E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III, 50 W	21.1	Ea.	100	N/A		N/A		N/A	N/A
L50E5M1P	LUMINAIRE, LED, SECURITY, TYPE V DISTRIBUTION, 50 W	21.1	Ea.	100	N/A		N/A		N/A	N/A
L50EBM1P	LUMINAIRE, LED, ROADWAY, TYPE III, BLACK, 50W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L50EHM1P	LUMINAIRE, LED, ROADWAY, TYPE II, BLACK, 50W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L60E4M1P	LUMINAIRE, LED, ROADWAY, TYPE IV, M-VOLT, 60 W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L60E5M1P	LUMINAIRE,LED,AREA,TYPE V DISTRIBUTION	21.1	Ea.	25	N/A		N/A		N/A	N/A
L60EJM1P	LUMINAIRE, LED, ROADWAY, TYPE IV, BLACK, 60W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L67E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III, M-VOLT, 67 W	21.1	Ea.	5	N/A	N/A	N/A		N/A	N/A
L70E2M1P	LUMINAIRE, LED, ROADWAY, TYPE II, M-VOLT, 70 W	21.1	Ea.	25	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 21 - LIGHTING

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
L70E3M1P	LUMINAIRE, LED, ROADWAY, TYPE III, M-VOLT, 70 W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L70EBM1P	LUMINAIRE, LED, ROADWAY, TYPE III DISTRIBUTION, BLACK, 70 W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L70EHM1P	LUMINAIRE, LED, ROADWAY, TYPE II WIDE DISTRIBUTION, BLACK, 70 W	21.1	Ea.	25	N/A		N/A		N/A	N/A
L70EJM1P	LUMINAIRE, LED, ROADWAY, TYPE IV DISTRIBUTION, BLACK, 70 W	21.1	Ea.	25	N/A	N/A	N/A		N/A	N/A
PCG	PHOTOCONTROL, LONG LIFE, ELECTRONIC, 3-WIRE, 120-277V, GREEN	21.2	Ea.	25	N/A		N/A		N/A	
PCH	PHOTO CONTROL, HIGH	21.2	Ea.	25	N/A	N/A	N/A		N/A	
PCR030A	PHOTOCONTROL RELAY, 30 A, 120 V	21.2	Ea.	5	N/A		N/A		N/A	
PCR030D	PHOTOCONTROL RELAY, 30 A, 480 V	21.2	Ea.	5	N/A		N/A		N/A	
PCR060D	PHOTOCONTROL RELAY, 60 A, 240/480 V	21.2	Ea.	5	N/A		N/A		N/A	
PCR100A	PHOTOCONTROL RELAY, 100 A, 120/240 V	21.2	Ea.	5	N/A		N/A		N/A	
PCR100D	PHOTOCONTROL RELAY, 100 A, 240/480 V	21.2	Ea.	5	N/A		N/A		N/A	
BL018KX	BKT., FLOODLIGHT, 18" X 2", FOR CONCRETE, WOOD OR FIBERGLASS	21.3	Ea.	25	N/A		N/A		N/A	
BL018RX	BKT., FLOODLGT, 18", FOR CONC. POLE / FACADE FLOODLIGHT	21.3	Ea.	5	N/A		N/A		N/A	
BL020PF	BKT., FLOODLIGHT, 20" X 2"	21.3	Ea.	25	N/A		N/A		N/A	
BL030P5	BKT., LIGHTING, 30" X 1 1/4"	21.3	Ea.	150	N/A		N/A		N/A	
BL030T8	BKT., LIGHTING, 30" X 2", TAPERED	21.3	Ea.	10	N/A		N/A		N/A	
BL048F8A	BKT., LIGHTING, 4' X 2", FLAT SURFACE W/BOLTS	21.3	Ea.	10	N/A	N/A	N/A		N/A	
BL048P5	BKT., LIGHTING, 48" X 1 1/4" REMOVAL ONLY	21.3	Ea.	10	N/A	N/A	N/A		N/A	
BL072B8	BKT., LIGHTING, 6' X 2", TAPERED (BLACK)	21.3	Ea.	50	N/A		N/A		N/A	
BL072P8	BKT., LIGHTING, 6' X 2", WOOD POLE MOUNT	21.3	Ea.	75	N/A		N/A		N/A	

BL072T8	BKT., LIGHTING, 6' X 2", TAPERED	21.3	Ea.	75	N/A		N/A		N/A	
BL120P8	BKT., LIGHTING, 10' X 2", WOOD POLE MOUNT REMOVAL ONLY	21.3	Ea.	5	N/A	N/A	N/A		N/A	
BL144P5	BKT., LIGHTING, 12' X 1 1/4" REMOVAL ONLY	21.3	Ea.	10	N/A	N/A	N/A		N/A	
BL144P8	BKT., LIGHTING, 12' X 2", WOOD POLE MOUNT	21.3	Ea.	25	N/A		N/A		N/A	

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 21 - LIGHTING

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
BL144T8	BKT., LIGHTING, 12' X 2", TAPERED	21.3	Ea.	25	N/A		N/A		N/A	
BL192P5	BKT., LIGHTING, 16' X 1 1/4" REMOVAL ONLY	21.3	Ea.	5	N/A	N/A	N/A		N/A	
BL216P8	BKT., LIGHTING, 18' X 2", WOOD POLE MOUNT	21.3	Ea.	10	N/A		N/A		N/A	
BLX36S8	BKT., FLOODLIGHT, DOUBLE, POLE TOP W/TRUNNION	21.3	Ea.	10	N/A		N/A		N/A	

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 22 - SURGE ARRESTERS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
LA10PS	ARRESTER,10KV,ELBOW,PARKING STAND	22.3	Ea.	25	N/A		N/A		N/A	N/A
LA10SC	LIGHTNING ARRESTOR, 10 KV, ELBOW	22.3	Ea.	150	N/A		N/A		N/A	N/A
LA18PS	PARKING STAND 18 KV ELBOW ARRESTERS(21KV)	22.3	Ea.	10	N/A		N/A		N/A	N/A
LA21SC	LIGHTNING ARRESTOR, 21 KV, ELBOW	22.3	Ea.	75	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP 30 - FIBER OPTICS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
ADSS006UG	ADSS (UNDERGROUND), 6 FIBERS	30	Ft.	4000	N/A		N/A		N/A	N/A
ADSS024UG	ADSS(UNDERGROUND), 24 FIBERS	30	Ft.	2000	N/A		N/A		N/A	N/A
ADSS144UG	ADSS (UNDERGROUND), 144 FIBERS	30	Ft.	100	N/A		N/A		N/A	N/A

UNDERGROUND DISTRIBUTION CONSTRUCTION

ASSEMBLY GROUP XX - MISCELLANEOUS

Compatible Unit	Compatible Unit Description	Index Section	Unit	Estimated Annual Usage	INSTALL-HOT	INSTALL-COLD	REMOVE-HOT	REMOVE-COLD	TRANSFER-HOT	TRANSFER-COLD
					UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
SECU1	SECU1 CREW LABOR 1 HOUR (LABOR AND EQUIPMENT)	X	Hr.	5	N/A		N/A	N/A	N/A	N/A
LABEL	ALL LABELING for EQUIPMENT and PRIMARY/SECONDARY CABLES PER LOCATION	X	Per Location	1400	N/A		N/A	N/A	N/A	N/A

Note to Bidders

1. All "Transfers" of Luminaire Compatible Units are included as part of the Lighting Bracket Compatible Unit.

PUBLIC WORKS COMMISSION

Fayetteville North Carolina

Labor and Equipment Contract

UNDERGROUND COMMERCIAL DISTRIBUTION CONSTRUCTION

Hourly Unit Pricing -- LABOR AND EQUIPMENT

Line #	LABOR and EQUIPMENT	<u>REGULAR</u> Hourly Billing Rate	<u>OVERTIME</u> Hourly Billing Rate	<u>STORM</u> Hourly Billing Rate
1	GENERAL FOREMAN (OVERALL PROJECT)	\$0.00	\$0.00	\$0.00
2	WORKING FOREMAN	\$0.00	\$0.00	\$0.00
3	CLASS "A" LINEMAN (1st CLASS)	\$0.00	\$0.00	\$0.00
4	CLASS "B" LINEMAN (2nd CLASS)	\$0.00	\$0.00	\$0.00
5	CLASS "C" LINEMAN (3rd CLASS)	\$0.00	\$0.00	\$0.00
6	GROUNDMAN	\$0.00	\$0.00	\$0.00
7	BACKHOE/EXCAVATOR	\$0.00	\$0.00	\$0.00
8	BACKHOE with LOADER	\$0.00	\$0.00	\$0.00
9	BLOWER	\$0.00	\$0.00	\$0.00
10	BORING MACHINE, DIRECTIONAL(Large), FLUID ASSISTED	\$0.00	\$0.00	\$0.00
11	BORING MACHINE, EARTH AUGER	\$0.00	\$0.00	\$0.00
12	COMPRESSOR, AIR	\$0.00	\$0.00	\$0.00
13	MACHINE, PAVEMENT BREAKER/REMOVAL	\$0.00	\$0.00	\$0.00
14	PULLER, UNDERGROUND CONDUCTOR, HYDRAULIC	\$0.00	\$0.00	\$0.00
15	PUMP, WATER	\$0.00	\$0.00	\$0.00
16	SAW, CHAIN, GASOLINE	\$0.00	\$0.00	\$0.00
17	SAW, CONCRETE, PORTABLE with BLADES	\$0.00	\$0.00	\$0.00
18	SHORING EQUIPMENT	\$0.00	\$0.00	\$0.00
19	TAMP, GAS	\$0.00	\$0.00	\$0.00
20	TAMP, HYDRAULIC for POLE OR DITCH	\$0.00	\$0.00	\$0.00
21	TOOLS, MISCELLANEOUS	\$0.00	\$0.00	\$0.00
22	TRAILER, ENCLOSED	\$0.00	\$0.00	\$0.00
23	TRAILER, LOWBED	\$0.00	\$0.00	\$0.00
24	TRAILER, POLE	\$0.00	\$0.00	\$0.00
25	TRAILER, REEL	\$0.00	\$0.00	\$0.00
26	TRENCHER, 6"x 60" MAX	\$0.00	\$0.00	\$0.00
27	TRUCK, BUCKET	\$0.00	\$0.00	\$0.00
28	TRUCK, DUMP	\$0.00	\$0.00	\$0.00
29	TRUCK, LINE	\$0.00	\$0.00	\$0.00
30	TRUCK, PICKUP, 4x2	\$0.00	\$0.00	\$0.00
31	TRUCK, PICKUP, 4x4	\$0.00	\$0.00	\$0.00
32	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
33	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
34	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
35	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
36	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
37	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
38	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
39	(Insert additional as Required)	\$0.00	\$0.00	\$0.00
40	(Insert additional as Required)	\$0.00	\$0.00	\$0.00

00 33 00 | BIDDERS QUALIFICATIONS FORM

BIDDER QUALIFICATION FORM

*****MUST BE COMPLETED AND INCLUDED WITH BID*****

The Fayetteville Public Works Commission reserves the right to request information from the contractor to complete its assessment of the contractor or subcontractors' qualifications. Partially complete forms may be considered non-responsive based on the quantity and quality of information provided. Wholly incomplete forms will be considered non-responsive and will result in rejection of the bid.

CONTRACTOR DOCUMENTATION

<p>(1) Name of Prime Contractor and NC License Number:</p>	<p>Name:</p> <p>NC License No.:</p>
<p>a. Within the last five (5) years, has the contractor been involved in any judgments, claims, or arbitration with regard to construction contracts? If so, provide list and describe each event fully. Attach additional information, as necessary.</p>	<p><input type="checkbox"/> Yes (provide list and describe each event fully)</p> <p><input type="checkbox"/> No</p>
<p>b. 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 so, provide list and describe each event fully. Attach additional information, as necessary.</p>	<p><input type="checkbox"/> Yes (provide list and describe each event fully)</p> <p><input type="checkbox"/> No</p>
<p>(2) Provide list of other Subcontractors and field of specialty (traffic control, hauling, erosion control, access, etc.), if applicable. Additional subcontractors can be attached to the qualifications form, if necessary.</p>	
<p>a. Subcontractor Name:</p>	
<p>Specialty:</p>	
<p>Projected Subcontract Amount:</p>	
<p>Business Certification (MWBE or other certifications) for Informational Purposes Only:</p>	

b. Subcontractor Name:	
Specialty:	
Projected Subcontract Amount:	
Business Certification (MWBE or other certifications) for Informational Purposes Only:	
c. Subcontractor Name:	
Specialty:	
Projected Subcontract Amount:	
Business Certification (MWBE or other certifications) for Informational Purposes Only:	
d. Subcontractor Name:	
Specialty:	
Projected Subcontract Amount:	
Business Certification (MWBE or other certifications) for Informational Purposes Only:	
e. Subcontractor Name:	
Specialty:	
Projected Subcontract Amount:	
Business Certification (MWBE or other certifications) for Informational Purposes Only:	

CONTRACTOR'S EXPERIENCE

(1) The Contractor shall provide not less than **four (4)** references documenting successful underground electric installations within the last **five (5)** years. References shall be from projects within the United States. Provide the dates of the references projects, the client representative, name, and telephone numbers. Additional projects may be attached at the Bidder's discretion. References include but are not limited to project experience with 750 & #1/0 MCM Underground Primary Cables on 12 kV and/or 25kV Electrical systems. Experience with HDPE conduits, elbows, primary cable terminations, URD below grade transformers, pad-mount transformers, switchgear, secondary cable enclosures and terminations.

a. Project/Location:			
Superintendent:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			
b. Project/Location:			
Superintendent:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			
c. Project/Location:			
Superintendent:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			

d. Project/Location:			
Location:			
Superintendent:			
Number of Ft. Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			
(3) Provide the number of crews qualified and available to perform the Work:			
(4) Provide the name of the proposed superintendent and proposed crew leaders who are qualified and available to perform the work stated in this proposal:		Proposed Superintendent:	
		Crew leaders/foreman:	
SUPERINTENDENT'S EXPERIENCE			
(1) Provide not less than three (3) references within the last three (3) years in the United States to document the proposed superintendent's ability and qualifications on projects of similar size and scope. Each reference shall be from separate projects. Additional similar projects may be attached at the Contractor's discretion.			
a. Project/Location:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			
b. Project/Location:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			

c. Project/Location:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			

d. Project/Location:			
Number of Ft Installed:		Cost:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Phone:	
Scope/Additional Information:			

CONTRACTOR'S EQUIPMENT AND RESOURCES

(1) Provide a list and vintage date of applicable equipment available for assignment to UCD crews performing work for the Public Works Commission. **(including make/model/size/quantity) owned by the prime contractor):**

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CERTIFICATION

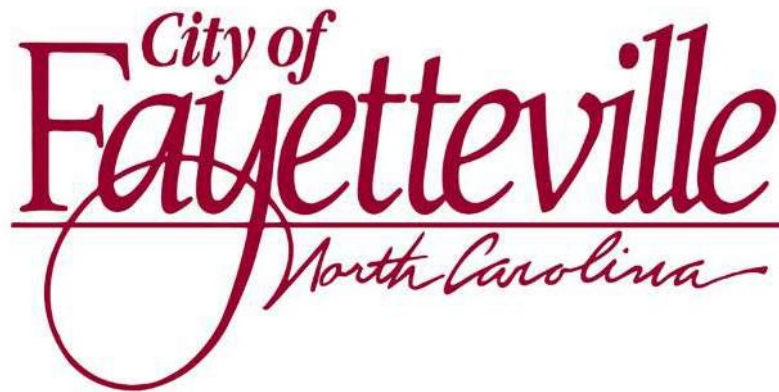
The Fayetteville Public Works Commission may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification and financial ability of the Bidder. Should the Fayetteville Public Works Commission adjudge that the apparent low bidder is not the lowest responsive, 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 Fayetteville Public Works Commission shall be considered as non-responsive and therefore basis for rejection of the bid.

Submitted By (print):	Date:
-----------------------	-------

Title:

Company:

Signature:



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 Good Faith 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

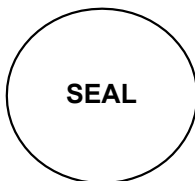
Affidavit of _____
(Name of Bidder)

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

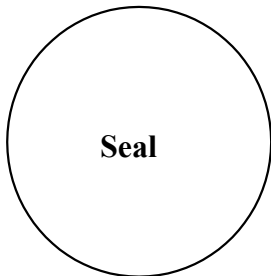
_____contract. (Name of
Project)

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: _____

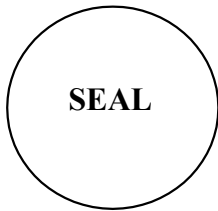
Signature: _____

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.

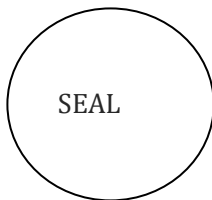
Name, Address and Phone No.	*SDBE/HUB Category	Description	Dollar Value

*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

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_____.

Notary Public County _____

My Commission Expires: _____

EQUAL EMPLOYMENT OPPORTUNITY ACKNOWLEDGEMENT

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):

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

(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)

(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)

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto named, their agents, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of the Fayetteville Public Works Commission and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by reference to the subject matter of this Contract.

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

Corporate Name

ATTEST:

(Assistant) Secretary

BY: _____
(Vice) President

(Corporate Seal)

(Printed Name)

(Printed Name)

(Use the following form for signatures by an INDIVIDUAL)

BY: _____

(Printed Name)

WITNESS:

(Printed Name)

00 34 00 | REQUIRED BIDDER FORMS

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:

ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

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

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)

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated _____.

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

You are required by the Instructions to Bidders to execute the Agreement and furnish the required 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 Agreement 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

BY: Trent K. Ensley

TITLE: Procurement Manager

**FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NORTH CAROLINA**

ACCEPTANCE OF AWARD

ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 202__

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 [REDACTED] (“Contractor”), a [REDACTED] (*specify type of legal entity, state of formation, and if not formed in NC, confirm NC registration to do business*) (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. Performance and Delivery Schedule
- d. Instructions to Bidders
- e. Bid Form
- f. Bid Proposal
- g. Bid Form Supplements
 - 1. Compatible Unit Pricing
 - 2. Hourly Unit Pricing
- h. Bidders Qualifications Form
- i. SDBE Instructions
- j. SDBE Forms
- k. Lobbying Certification
- l. Affidavit of Organization and Authority Sworn Statement
- m. EEO Acknowledgement
- n. Nondiscrimination Clause
- o. Required Bidder Forms
- p. Notice of Award
- q. Acceptance of Award
- r. Notice to Proceed
- s. Contract Supplemental Forms (Performance Bond and Payment Bond)
- t. Closeout Forms
- u. Definitions and Terminology
- v. General Conditions
- w. Revisions, Clarifications, and Modifications

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 qualified Utility Contractor to perform complex Underground Commercial Distribution Construction work, as more specifically set forth in the Contract Documents. Contractor will be responsible for providing personnel and equipment capable of installing / modifying all facets of commercial underground utility equipment. Contractor will, in most cases utilize open cut excavations to install conduit and cables / modify facilities along city streets and on private property. Contractor must be capable of installing / replacing / modifying duct-bank systems, pre-formed vaults, site-formed vaults, manholes, manual and automated pad-mounted switchgear, pad-mounted transformers, and overhead-to-underground transitions within established commercial /

industrial / institutional properties. Contractor must be capable of working around energized equipment and cables and scheduling clearances with customers to minimize disruption of utility services to connected customers.

“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 June 30, 2022, with the right to extend for additional one(1) year periods, up to a maximum of five (5) additional renewals, upon mutual agreement by both Parties, 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 in accordance with Section 12.06 of the General Conditions; 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 one thousand

dollars per day (\$1,000.00/day) ("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.

l. 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 five (5) 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. 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.

18. 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.

19. 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. Suspension or Termination. Work may be suspended under this Agreement in accordance with the General Conditions. 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.

25. Contract Document Modifications. The following provisions the General Conditions of the Contract Documents are hereby stricken:

- a. Section 1.3(c), except the last sentence;
- b. Section 4.13.F in its entirety;
- c. Section 4.22.A. in its entirety;
- d. Section 4.22.C. in its entirety;
- e. Section 12.01.C. in its entirety;
- f. Section 12.08 in its entirety; and

g. Section 14.01.A. in its entirety.

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

00 44 00 | NOTICE TO PROCEED

TO: _____ DATE: _____

**PROJECT: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND
DISTRIBUTION CONSTRUCTION**

In accordance with the Contract dated the _____ day of _____, 20____,
you are hereby notified that:

Work under this Project shall commence on the ___ day of _____, 20____.

The date of final completion for the Work shall be no later than the ___ day of _____,

20__.

FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: _____

Trent Ensley

Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged this the day of _____ day of _____, 20____.

CONTRACTOR

BY: _____

TITLE: _____

00 51 00 | CONTRACT SUPPLEMENTAL FORMS

PERFORMANCE BOND FORM

Date of Contract: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

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 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 thereof 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: _____

(Contractor: Trade or Corporate
Name)

_____ By: _____

(Proprietorship or Partnership)

Attest: (Corporation)

Title: _____

(Owner, Partner, or Corp.
Pres. or Vice Pres. Only)

By: _____

Title: _____

(Corp Sec or Ass't Sec Only)

(Corporate Seal)

(Surety Company)

Witness:

By: _____

Title: _____

(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

(Name and Address - Surety Agency)

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

PAYMENT BOND FORM

Date of Contact: _____

Date of Execution: _____

Name/Address of Principal: _____

Name/Address of Surety: _____

Name/Address of Contracting Body: _____

Amount of Bond (Printed): _____

Project: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

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:

CONTRACTOR:

(Trade or Corporate Name)

(Proprietorship or Partnership)

ATTEST:

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

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

Title: _____

Title: _____

(CORPORATE SEAL)

SURETY COMPANY:

By: _____

Title: _____
(Attorney in Fact)

Witness:

Countersigned: _____

(SURETY CORPORATE SEAL)

N.C. Licensed Resident Agent:

Name and Address-Surety Agent:

Surety Company Name and N.C. Regional Branch Office
Address:

CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

Project: ANNUAL CONTRACT FOR COMMERCIAL UNDERGROUND DISTRIBUTION CONSTRUCTION

Owner: Fayetteville Public Works
Commission 955 Old Wilmington
Road Fayetteville, NC 28301

Contractor: _____

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.

I, undersigned, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of (5) years or a time as specified in the Contract Documents from the date of final completion.

This Warranty commences on _____ and expires on _____.

Should any defects develop during the warranty period due to improper material, workmanship, or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Contractor written notice of defective work. Should the Contractor fail to correct defective work within thirty calendar (30) days after receipt of written notice, Owner may, at Owner's option, correct the defective Work and charge Contractor the cost of for such correction. Contractor agrees to pay such charges upon demand.

1. DEFINED TERMS

1.01 Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the defined terms below. Titles of other documents, sections, or forms also contain initial capital letters, but such titles are not terms, and are not defined here.

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. Business Day – A “business day” shall constitute the period of time from 8:00 a.m. to 5:00 p.m. within single calendar day, excluding Saturdays, Sundays, and all holidays observed by PWC.
9. Calendar Day – A “calendar day” shall constitute a period of 24 consecutive hours measured from midnight to the next midnight.
10. 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).
11. Change Order - A document recommended by the PWC 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.
17. Contract Price - The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract and all executed Change Orders.
18. 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 the PWC Project Engineer written recommendation of final payment.
19. Contractor - The individual or entity with whom Owner has entered into the Contract.
20. 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.
21. 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 the PWC Project Engineer and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
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 the PWC Project Engineer recommendation of final payment.
23. Effective Date of the Contract - The date indicated in the Contract on which it becomes effective.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.
29. Liens - Charges, security interests, or encumbrances upon Project funds.
30. 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.
31. 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.
32. Non-Compliance Notice (NCN) – A written notice given by the Owner to Contractor indicting a violation in Contract Terms.
33. Owner - The public entity with whom Contractor has entered into the Contract and for whom the Work is to be provided. Owner is Fayetteville Public Works Commission, acting through its authorized representatives, primarily the Electric Engineering Department located at 955 Old Wilmington Road, Fayetteville, NC.
34. 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.
35. 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.
36. Project - The Work to be performed under the Contract Documents.
37. PWC Project Coordinator - The authorized representative of the PWC Project Engineer who may be assigned to the Site or any part thereof.
38. PWC Project Engineer - Person assigned by Owner, to coordinate, manage, monitor, and shall administer the Contract and the Work. The PWC Project Engineer has the authority to approve any changes in scope of Work. For the purposes of this Contract, the PWC Project Engineer shall be the Electric Operations Manager.
39. Recovery Plan - Documentation submitted by the Contractor describing when a project is anticipated be completed to include revisions to schedule and additional workforce.
40. Request for Information (RFI) - A written document from the Contractor to the PWC Project Engineer requesting clarification or information concerning the Contract Documents and/or the Contract Drawings.
41. 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.
42. 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.

43. 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.
44. 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.
45. 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.
46. 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.
47. Supplemental Conditions - That part of the Contract Documents which amends or supplements the Contract Documents.
48. 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.
49. 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.
50. 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.
51. 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.
52. Work Change Directive - Work initiated in the field affecting Contract Price and/or Contract Times. The PWC Project Coordinator and/or the PWC Project Engineer may give Contractor a directive to proceed with Work which shall be included in a subsequent Change Order

2. TERMINOLOGY

- 2.01 The words and terms discussed in this Article do not have initial capital letters and are not considered defined terms. However, when used in the Bidding Requirements or Contract Documents, these words or terms have the meaning as indicated in this Article.

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 of the PWC 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 the PWC 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 Contract Documents

Day:

2. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
3. The word "business day" means a period of time from 7:00 a.m. to 5:30 p.m. within single calendar day, excluding Saturdays, Sundays, and all holidays observed by Owner.

Defective:

4. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final

payment Furnish, Install, Perform, Provide:

5. 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.
6. 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.
7. 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.
8. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

00 62 00 | GENERAL CONDITIONS

- 1.01 : A Powerline Journeyman, with a Powerline Journeyman Certification (or approved equal certification), is required to be on site when exposed to voltages more than 600 volts.
- 1.02 : Bidders are required to submit the following information with their bid proposal:
1. A current financial statement or other documentation showing assets and liabilities of the Company.
 2. A list of four (4) completed projects of similar scope and nature inclusive of contact names, address and phone number.
 3. Copy of a current North Carolina General Contractor's License with **at least one** of the following classifications:
 - Public Utilities Contractor PU (Electrical – Ahead of Point of Delivery)
 - Specialty Contractor – S (Boring & Trenching)
 - Specialty Contractor – PU (Electrical – Ahead of Point of Delivery)
 4. PWC is looking for utility contractors with experienced personnel in all facets of Utility Underground Commercial Distribution Construction. PWC will require resumes of all personnel assigned to work on PWC's system. The minimum work experience of the following Personnel Classifications will be required:
 - General Foreman – 25 years
 - Working Foreman – 20 years
 - "A Class" Lineman – 15 years
 - "B Class" Lineman – 10 years
 - "C Class" Lineman – 5 years

All working experience identified must be related to utility underground commercial distribution construction activities.
 5. Contractor to provide utility references for similar projects completed by identified crews. Resumes of Key Personnel to include President, Manager, and Foreman. Certifications for all staff to be assigned to work on the project.
 6. Contractor to provide utility references for similar projects completed by identified crews.
 7. Bonding limits as well as the name and address of the surety proposed and the name and address of the responsible local adjuster for insurance claims.
 8. Contractor to provide a list of available manpower, equipment and vintage date of equipment available for assignment to UCD Crews performing work for the Public Works Commission.
 9. An affidavit stating whether or not any OSHA violations have occurred within the past three (3) years.

Safety (3-Year Averages) and Training Records

1. Experience Modification Rating = One or less
2. Environmental notice of Violation (NOV) (federal or state) with penalties greater than \$1000 = One or less confirmed.
3. OSHA Reportable Rate = Two or less.
4. Days Away / Restricted Time (DART) = 1.4 or less.

5. Previous Three (3) year OSHA 300 Logs.
6. List of Training Records for all UCD Crew members.

10. Copy of current Certificate of Insurance.

1:03: Failure or refusal to furnish any item of information requested by PWC shall constitute a basis for disqualification of any Bidder. Should PWC adjudge that the apparent low bidder is not the lowest responsible bidder by virtue of the information requested, said apparent low bidder will be so notified.

00 72 00 – GENERAL CONDITIONS PART 1.B

PRELIMINARY MATTERS

1.01 Scope of Work

- A. All underground commercial distribution work to include new commercial construction and UG cable/facility replacement. The scope of work requires installation, replacement and termination of UG commercial distribution facilities. Approximately 80% of the perspective utility contractor's activity would be cable/facility replacement work and 20% would be new construction in commercial developments. Both cable replacement and new construction activities will involve the installation and/or replacement of both 750 MCM and 1/0 primary cable and may involve the installation of underground vaults and concrete-encased duct bank. All equipment installed in commercial developments will be both sub-surface and surface mounted equipment. 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 \$1,000,000 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 with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
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 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 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 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

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Public Works Commission or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the Public Works Commission, and agrees to indemnify and hold harmless the Public Works Commission, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. 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 Public Works Commission.
2. The policies are to contain, or be endorsed to contain, the following provisions:

a. Commercial General Liability Coverage

- i. The 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 Public Works Commission, its officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the Public Works Commission, its officials, employees and volunteers. Any insurance or self-insurance maintained by the 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:

Public Works Commission
Attn: Purchasing Manager
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 Public Works Commission, its officials, employees, and volunteers. In the event the Public Works Commission is damaged by the failure of the Contractor to maintain such insurance and to so notify the 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 Public Works Commission nor a waiver of the Public Works Commission's immunity pursuant to NCGS 160A-485.

1.04 Copies of Documents

- A. OWNER shall furnish to CONTRACTOR up to two (2) copies of these Contract Documents.

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

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. If 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. 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 notice 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 DESIGNENGINEER.
- 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. 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 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 English-speaking representative on site, authorized to receive orders and act for him.
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 (There should be no sub-contractors, 1st tier, necessary for this type of work)

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, incidental 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, provided by the Owner, 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. 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 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 49% of the value of this Contract. All Primary and Secondary voltage work shall be done by the Prime CONTRACTOR. 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.

4.07 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.

4.08 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.
- F. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, PROJECT ENGINEER, and DESIGN ENGINEER and their consultants from any claim or liability for injury or loss arising from the OWNER's, PROJECT ENGINEER or DESIGN ENGINEER's alleged failure to exercise site safety responsibility or from any claim or liability for injury or loss that allegedly arises from the CONTRACTOR's performance of the Work. The CONTRACTOR shall require all sub-contractors to conform to these provisions.
- G. It is the intent of the Fayetteville Public Works Commission (FPWC) to ensure that all Underground Electrical Facilities are installed safely in accordance with FPWC Construction Standards and following the National Electrical Safety Code (NESC). All installations shall follow applicable United States Department of Labor Occupational and Safety and Health Administration Standards (OSHA).
- H. In the event of problems arising associated with installations and/or terminations, FPWC shall contract with a 3rd. party to perform electrical and/or testing on a percentage of the installed facilities. If any of the tested facilities fail the performed test, it shall be the responsibility of the CONTRACTOR to repair and/or replace the installed facilities at CONTRACTOR'S cost. After repair or re-installation, CONTRACTOR shall have facilities re-tested with the original testing party. CONTRACTOR shall be responsible for cost of repairs and re-testing.

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/covid19/construction.html#:~:text=Keep%20in%2Dperson%20meeting%20\(including,Fill%20hand%20sanitizer%20dispensers%20regularly.](https://www.osha.gov/SLTC/covid19/construction.html#:~:text=Keep%20in%2Dperson%20meeting%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>

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

[91bd-4c8fc6d22a41](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 or 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.

- B. 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 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) calendardays.
- 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 Statue of Limitations.

4.22 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER and DESIGN ENGINEER, and their officers, directors, members, partners, employees, agents, consultants and subcontractors 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 the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the

extent caused by any negligent act or omission 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.

- B. 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.
- C. 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 inspection 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 30 calendar days of receiving notification. The CONTRACTOR shall mobilize and begin to complete the Work within 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) Copies of all invoices of materials claimed on the sales tax certificate.

The CONTRACTOR shall furnish three (3) copies of the pay application and all supporting documentation.

3. There shall be no payment for stored materials.
4. CONTRACTOR shall report total payment per contract year to each subcontractor and for informational purposes include any MWBE certifications held by the subcontractor.

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 5% of the amount of each monthly periodic payment. The OWNER may, after

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 50% complete when the CONTRACTOR's gross pay estimate equals or exceeds 50% of the value of the Contract. Once the project is 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 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 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 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 withheld, 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 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. Binding arbitration will not be used as a means for settling claims, disputes, and other matters. However, the parties shall attempt to resolve any claims, disputes, or other matters by good faith negotiation. If good faith negotiation is unsuccessful, litigation may be brought as provided in this Part 14 no later than sixty (60) calendar days after Final Completion.
- B. 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 *****

00 71 00 | REVISIONS, CLARIFICATIONS, AND MODIFICATIONS

This section contains the record addenda, revisions, clarifications, and modifications.

INDEX OF ASSEMBLIES

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