

PWC

Fayetteville's
HOME TOWN UTILITY

CONTRACT DOCUMENTS

FOR

SEWER MAIN REHABILITATION

MAY 2022

Fayetteville Public Works Commission
PWC Operations Center
955 Old Wilmington Road
Fayetteville, NC 28301



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SECTION A
PROJECT SPECIFICS
GENERAL

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NOTICE TO BIDDERS

SEWER MAIN REHABILITATION

FAYETTEVILLE PUBLIC WORKS COMMISSION

Cumberland County
North Carolina

Pursuant to N.C.G.S 143-129, sealed proposals are solicited and will be received in the Fayetteville Public Works Commission, Administration Building, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., Thursday, June 23, 2022**, and then publicly opened and read for construction of the proposed sanitary sewer system improvements described as follows.

This project consists of rehabilitating existing concrete, clay, cast iron, and other various sewer mains, utilizing a cured-in-place liner. Work shall include bypass pumping, removal and replacement of manhole cones and/or riser sections, cleaning the main, pre and post television inspection, site restoration, and all other items necessary to provide a complete project, with associated appurtenances, as described in these Contract Documents.

This work will be funded by Fayetteville Public Works Commission (PWC) and PWC may subsequently pursue grant funding under the financial assistance from the State of North Carolina (the "State") under the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLRF). The ARPA and SLRF programs includes provisions which establish goals and other requirements relating to participation by certified Minority Business Enterprises (MBE)/Women Business Enterprises, wage rates set forth under the Davis Bacon Act, and requirements of the American Iron and Steel Act. The Bidder to whom the contract is awarded shall comply with the statutory requirements of these provisions as specified within the contract documents. HUB Certified contractors are encouraged to submit a bid for this project.

All bidders are notified that the requirements of the ARPA and SLRF programs for Minority and Women Business Enterprise Plan for Construction, Procurement and Professional Services shall be adhered to in the submission of all bids and shall be made a part of this contract.

Proposals must be enclosed in a sealed envelope addressed to Fayetteville Public Works Commission, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **SEALED BID: SEWER MAIN REHABILITATION** and shall indicate the name, address and state license number of the bidder. Proposals shall be submitted on the printed forms, or exact copies thereof, contained in the Contract Documents.

A **mandatory** pre-bid conference will be held at **1:00 p.m. on Thursday, June 2, 2022**, in the skills lab, 1st floor, Fayetteville, Public Works Commission (PWC) Operations Center, 955 Old Wilmington Road, Fayetteville, NC 28301. Questions will be fielded at the pre-bid conference and all prospective bidders are encouraged to attend the conference. Individual telephone inquiries are prohibited. PWC assumes no responsibility to fully inform absentees of clarifications not issued by addendum.

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

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

All Contractors are notified that North Carolina statutory provisions as to licensing of Contractors will be followed as applicable in receiving and evaluating bids and in reading and awarding the contract (Chapter 87 of the North Carolina Statutes).

The License Classification shall be:

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

Plans and Specifications including Contract Documents will be available online for viewing and downloading on or about Monday, May 9, 2022 on the PWC Procurement website at <https://www.faypwc.com/purchasing>. In addition, the documents will be available from the Fayetteville State University Construction Resource Office (FSU CRO) at <https://www.uncfsu.edu/academics/collegesschools-and-departments/broadwell-college-of-business-and-economics/outreach-centers/constructionresource-office>. In collaboration with the North Carolina Institute of Minority Economic Development, the FSU CRO offers services and support to help small, minority, veteran, and women-owned businesses identify and compete for construction-related projects.

At the CRO, potential bidders may:

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

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

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

The Fayetteville Public Works Commission reserves the right to reject any or all proposals for any reason determined by PWC to be in its best interest, or to award the bid to the lowest responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

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

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

FAYETTEVILLE PUBLIC WORKS COMMISSION

Trent Ensley
Procurement Manager

SPECIAL PROVISIONS – PERFORMANCE AND DELIVERY

PROJECT: SEWER MAIN REHABILITATION

Deadline for Bid Receipt:	<u>2:00 p.m., Thursday, June 23, 2022</u> PWC Administration Building, Outside by the Entrance Doors 955 Old Wilmington Road Fayetteville, NC 28301
Pre-Bid Conference: (MANDATORY)	<u>1:00 p.m., Thursday, June 2, 2022</u> Skills Lab PWC Operations Center, 1 st floor 955 Old Wilmington Road Fayetteville, NC 28301
Deadline for Questions from Bidders ¹	<u>5:00 p.m., Friday, June 10, 2022</u> All Questions must be submitted in writing.
Deadline for Addenda issued by Project Engineer ²	<u>5:00 p.m., Friday, June 17, 2022</u>
Date of Availability:	Date when the contract is executed by both the successful bidder and the City
Contract Time:	From Notice to Proceed until June 30, 2023
Liquidated Damages:	Not Applicable
Bid Acceptance Period:	Ninety (90) Calendar Days unless otherwise noted

¹ Questions regarding this bid must be submitted in writing to the attention of Nikole Bohannon, Procurement Advisor, by email to nikole.bohannon@faypwc.com no later than **5:00 p.m., Friday, June 10, 2022.**

Bidders are expressly prohibited from contacting any PWC official or employee associated with this bid, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.

² Any addenda to the Contract Documents will be issued by the Project Engineer no later than the date and time stated above.

This project consists of rehabilitating existing concrete, clay, cast iron, and other various sewer mains, utilizing a cured-in-place liner. Work shall include bypass pumping, access, pre-inspection of the mains to be lined, re-instatement of existing sewer laterals, cleaning the existing main, installation of the liner, post-inspection of the lined mains, and all other items necessary to provide a complete project.

GENERAL

00100 – INSTRUCTIONS TO BIDDERS

A. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in Section 00600 Definitions and Terminology below. The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder to whom the Fayetteville Public Works Commission (“PWC,” “Owner” or “Public Works Commission”) (on the basis of PWC’s evaluation as hereinafter provided) makes an award.

B. GENERAL

Sealed bids, in accordance with the Bidding Documents, will be received in person or via special courier service or U.S. Postal Service, at the offices of the Procurement Department, 1st Floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, North Carolina, 28301, no later than the time and date specified in the Notice to Bidders.

1. In the solicitation or awarding of contracts, PWC shall not discriminate because of the race, religion, color, sex, age, disability or national origin of the Bidder.
2. PWC welcomes and encourages the participation of minority-owned businesses (refer to Paragraph S of these Instructions to Bidders) in procurement transactions made by PWC.

C. COPIES OF BIDDING DOCUMENTS

1. Complete sets of Bidding Documents and Supplementary Project Information in the number and for the sum as stated in the Notice to Bidders, may be obtained from the PWC Procurement Department.
2. Complete sets of Bidding Documents shall be used in preparing Bids. PWC assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

D. CONTRACTOR'S LICENSE

1. No General Contractor shall engage in contracting work in the State of North Carolina unless it has been licensed under in accordance with North Carolina law.
2. Bidders are prohibited from contracting for, or bidding upon, the construction, removal, repair or improvements to or upon real property owned, controlled or leased by the City of Fayetteville without a North Carolina Contractor's License.
3. Each bidder shall indicate its North Carolina Contractor's License number on the bid envelope and the Bid Form.
4. License Classification shall be:
 - Public Utilities Water and Sewer: Unlimited
 - Unclassified: Unlimited

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site and become familiar with the site and any local conditions that may in any manner

affect cost, progress, or performance of the Work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) give the PWC Procurement Manager written notice of all conflicts, errors or discrepancies in the Contract Documents.

2. Bidder should consult the Specifications for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or reports that otherwise may affect cost, progress, or performance of the Work which may have been utilized in preparation of the Drawings and Specifications. PWC will make copies of such reports if available at the cost (non-refundable) of reproduction to any Bidder requesting them. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions, which may be encountered at the site or to constitute explicit or implicit representations as to any other matter, contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting a Bid each Bidder will, at its own expense, make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the Contract Documents.
3. On request (minimum 48 hours advance notice), PWC will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of its Bid.
4. The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands available for use by the Contractor in performing the Work are identified in the Contract Documents.
5. The submission of a Bid constitutes an incontrovertible representation by the Bidder that it has complied with every requirement of this Section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

F. INTERPRETATIONS AND ADDENDA

1. All questions about the meaning or intent of the bid or Contract Documents shall be submitted in writing to Nikole Bohannon, Procurement Advisor, by email to nikole.bohannon@faypwc.com. In order to receive consideration, questions must be received by **5:00 p.m., Friday, June 10, 2022**. Any interpretations of questions so raised, which in the opinion of Project Engineer require interpretations, will be issued by Addenda mailed or delivered to all parties recorded by Owner and/or Design Engineer as having received the Contract Documents, not later than one (1) day prior to receipt of Bids. An Addendum extending the date for the receipt of Bids or an Addendum withdrawing the Invitation to Bid may be issued any time prior to the date set for the receipt of Bids. Owner and Design Engineer will not be responsible for oral interpretations or clarifications, which anyone presumes to make on their behalf.

Bidders are expressly prohibited from contacting any PWC official or employee associated with this project, except as noted above. Violation of this prohibition is grounds for the immediate disqualification of the bidder.

2. PWC may issue such additional Addenda as may be necessary to clarify, correct or change the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time stated in Paragraph 1 of this Section.
3. Each Bidder shall be responsible for determining that all Addenda issued by PWC have been received before submitting a Bid for the Work.
4. Each Bidder shall acknowledge the receipt of each Addendum on the Bid Form.

G. TAXES

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

H. SUBMISSION OF BIDS

1. All Bidders shall use the enclosed Bid Forms, or exact copies thereof, in submitting their bid prices. PWC will not accept oral Bids or Bids received by telephone, or telecopier (FAX machine) for this Bid.
2. All prices must be F.O.B. delivered to the point as indicated by this Bid. PWC will grant no allowance for boxing, crating, or delivery unless specifically provided for in this Bid.
3. The Bid Form must be completed in blue or black ink or by typewriter. Discrepancies between amounts shown in words and amounts shown in figures will be resolved in favor of the amounts shown in words. Discrepancies in the multiplication of units of Work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. Proposals sent by mail should be registered mail. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

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

5. Mark envelope in the lower left-hand corner with the project title, hour and due date of Bid, and the Bidder's North Carolina contractor registration number.
6. Bids sent by mail and arriving after the time for opening of Bids shall not be considered valid Bids. In such instances, the Bidders shall have no claim against PWC.
7. All items contained in the Bid Proposal Checklist (Section 00300 Contract Forms) shall be completely filled out and submitted with the bid. Failure to submit any of the items requested with the Bid Form may be just cause for rejection of the Bid by PWC.

8. All erasures, insertions, additions, and other changes made by the Bidder to the Bid Form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Bid, may be rejected by PWC as being incomplete or nonresponsive.
9. The Bid Form must be signed in order to be considered. If the Bidder is a corporation, the Bid must be submitted in the name of the corporation, not simply the corporation's trade name. In addition, the Bidder must indicate the corporate title of the individual signing the Bid.
10. The Bid Form, the Bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.
11. All Bids received in the Procurement Department by the deadline indicated will be kept in a locked box until the time and date set for the opening of Bids.
12. All late Bids shall be returned unopened to the sender.

I. BID SECURITY

1. Each Bid shall be accompanied by Bid security in the form of either a cashier's or certified check or an acceptable Bid Bond in the amount of five percent (5%) of the Bid amount, and made payable to the Fayetteville Public Works Commission, North Carolina.
2. The Bid security is a guarantee that if the contract is awarded by PWC to the Bidder, the Bidder shall enter into the contract with PWC for the work mentioned in this Bid or forfeit the Bid security to PWC, not as a penalty, but as liquidated damages.
3. No forfeiture under a Bid security shall exceed the lesser of (a) the difference between the Bid for which the Bid security was written and the next low Bid of another Bidder, or (b) the face amount of the Bid security.
4. All bonds shall be executed by a surety company selected by the Bidder, which is legally authorized to do business in the State of North Carolina (NCGS §44 A-26), and the bond shall be the same in both form as well as substance as AIA Document A310, Bid Bond.
5. The Bidder shall require the attorney-in-fact, who executed the required bond on behalf of the surety company, to affix thereto a certified and current copy of the power of attorney.
6. The bond premium shall be paid by the Bidder and the cost shall be included in the Bid price.
7. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

J. MODIFICATION OF BIDS

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

K. SUBSTITUTE MATERIAL AND EQUIPMENT

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

L. SUBCONTRACTORS

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

M. OPENING OF BIDS

1. Bids will be opened publicly and read aloud on the date set for the receipt of Bids in the Notice to Bidders.
2. Any Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of all Bids but prior to award, except in the event that PWC decides not to accept any of the Bids and to reopen the contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract.
3. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

N. WITHDRAWAL OF BID DUE TO ERROR

If the Bidder desires to withdraw its proposal, the Bidder must do so before the time fixed for the opening, without prejudice, by communicating its purpose in writing to PWC. After bids are open, bids may only be withdrawn in strict accordance with N.C.G.S. Section 143-129-1.

O. BIDS TO REMAIN OPEN

1. All Bids shall remain open for ninety (90) calendar days after the day of the Bid Opening.
2. Owner is aware of the current market volatility and supply chain issues. Therefore, Owner is willing to evaluate the material prices at time of bid versus time of Contract Execution and consider compensation to address increased material costs that may be unknown at the time of the bid. This evaluation will only be considered for CIPP lining materials (liner and resin) and fuel for bypass operation and will be conducted in the following manner:
 - a. At the time the Contract is executed, the Contractor may request a unit price cost adjustment

- for CIPP lining related items (felt liner materials, and resin) in accordance with the Contract Documents if prices have substantially increased (5% or greater) or decreased (5% or greater) since the time of preparing their Bid. The Contractor shall provide a detailed quote(s) and/or supporting documentation from the supplier(s) for the CIPP felt lining materials and resin that was utilized to calculate the bid pricing. The Contractor shall provide updated pricing information from the supplier(s), as well as a schedule of values that document how the unit pricing was calculated for the various CIPP line items. In addition, the confirmed material delivery date shall be provided to Owner for all said material. This information will be used by Owner to consider: (1) the establishment of a notice to proceed date and (2) determination of any percentage of CIPP lining price escalation or decrease. It shall be noted that compensation is not guaranteed and shall be based upon evaluation of material price increases with supporting documentation. A unit cost price increase or decrease will only be considered if the difference in material cost(s) is greater than a 5% escalation or 5% de-escalation. If approved, a Change Order will be executed to reflect the revised unit price items associated with CIPP lining materials only. Additional compensation for profit and overhead associated with CIPP lining materials will not be granted.
- b. Bidder shall complete the material price form as contained in Section 0300 to establish material price for CIPP lining materials at time of Bid and include authenticity of these prices with dated quote from the supplier. Failure to complete this form and furnish the supplementary bid documents may result in an unresponsive bid.
 - c. In the case where the price of fuel (Lower Atlantic (PADD 1C) weekly retail gasoline and diesel price according to eia.gov) for bypass operations has substantially increased (5% or greater) or decreased (5% or greater) from the time of bid versus time of Contract Execution, the Contractor will be allowed to request a price adjustment for the bypass operation(s) that are included with their Bids. The Contractor must list the Lower Atlantic (PADD 1C) weekly retail gasoline and diesel price according to eia.gov on the material price form in Section 0300 to establish the fuel price at time of bid. The Lower Atlantic (PADD 1C) weekly retail gasoline and diesel prices can be found at the following web site: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm. The Bidder should base their bid from the “Regular” gasoline price only, not the “Conventional Areas” or “Reformulated Areas” price, and the “Diesel (On-Highway) – All Types” price.

P. AWARD OF CONTRACT

1. PWC reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive or conditional Bids. PWC reserves the right to request additional information from any or all bidders for evaluation purposes. Failure or refusal to furnish additional information as requested may result in rejection of the proposal
2. In case of a tie Bid, the tie shall be decided by lot.
3. It is the intent of the PWC to recommend the award of this contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. In determining the lowest responsible Bidder, PWC may consider, among other criteria, the Bidder's past performance conduct on other contracts, and other information provided by the Bidder as noted below.
4. In determining the lowest responsive Bidder, PWC will evaluate the Bidder's proposed Contract Price and the completeness of the submitted bid in accordance with the requirements of the Contract Documents.

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

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

11. During the evaluation phase, bid proposals will be reviewed to ascertain which proposals technically and otherwise address all the requirements of these Contract Documents. Proposals determined to be technically non-responsive or not sufficiently responsive may be disqualified.

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

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

Q. PERFORMANCE AND OTHER BONDS

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

R. ESTIMATED QUANTITIES

1. The estimated quantities contained herein in certain items in the PROPOSAL are for the purpose of comparing bids, and while they are believed to be close approximations, they are not guaranteed,

and settlement will be made on the basis of the work as actually executed at the unit prices in the PROPOSAL as accepted. PWC further reserves the right to delete any single line item or combination of items from the proposal, and cannot guarantee that all quantities listed in the contract documents will be utilized.

2. The Contractor should verify quantities before submitting a bid. Due to conditions which may be found under pavement such as accurate location of existing water lines, sewer lines, gas lines, and structure services of all types, quantities are subject to change during construction, but this contingency shall not be used for a claim to change unit prices submitted in the Proposal.

S. CONTRACT PERIOD

This contract will be effective for a period of one (1)-year from the date of award, or at the end of the fiscal year in which this contract was awarded, whichever comes first. PWC's fiscal year runs from July 1 to June 30. PWC's option, this Contract may be renewed for each of the succeeding fiscal years. The Contract may be renewed for a maximum of six (6) one (1) year contract periods. Near the end of the initial contract period, the PWC maintains the option to renew the contract for an additional contract period if:

- The Contractor's workmanship, performance and production rate are satisfactory,
- Funding is available
- Both parties agree to the renewal, and
- There is a need for the work

T. UNIT PRICING

All unit prices submitted herein shall be firm against any increase for the initial one-year contract period.

If the contract is renewed for an additional contract period, the Contractor may request that each unit price be increased/decreased, based on the most recently published Engineering News Record Construction Cost Index for the annual change, not to exceed 3.0%, whichever is lower. PWC shall receive the Contractor's request for a unit price adjustment no later than June 15th, or the next business day, should the 15th fall on a weekend. Failure to submit the request by June 15th will result in the contract being renewed at the same unit prices.

The request for increase may be submitted with the PWC reserving the right to accept or reject the increase or cancel the Contract. Such action by the Fayetteville Public Works Commission shall occur not later than 15 business days after receipt of a properly documented request for price increase. Any increases accepted by the Fayetteville Public Works Commission shall become effective the month following approval and be valid for a minimum of one fiscal year (July 1 through June 30).

Should the pricing for CIPP materials (felt liner materials and resin) and/or fuel significantly change (increase or decrease more than 5%), the Contractor may elect to provide PWC with documentation supporting the price increase (or decrease) in accordance with the process outlined in Section O.2 above. Should PWC elect to approve this increase or decrease, this will take precedent over the change in unit prices based on the ENR Construction Cost Index. Those items not affected by the change in material (felt liner, resin) or fuel will be adjusted based on the ENR Construction Cost Index.

A. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. See: WBE / WBE (DBE) Requirements (Section A: General)
2. Bidder shall submit, with his Proposal, all documentation requested in these specifications. A mandatory Pre-Bid Conference will be held as important information will be reviewed during the meeting. Failure to submit proper documentation may result in disqualification of the proposal. Questions regarding disadvantaged business requirements shall be directed to Candice Kirtz, Director of Supply Chain, at (910) 223-4126 / candice.kirtz@faypwc.com.

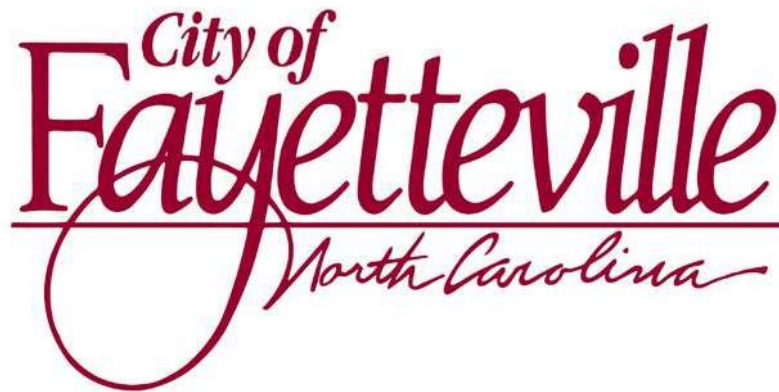
U. E-VERIFY REQUIREMENTS

1. 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.
2. 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 NCGS §64-26(a).
3. 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 any subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

V. IRAN DIVESTMENT ACT

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

*** END OF SECTION ***



CITY OF FAYETTEVILLE

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

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

SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

I. Applicability.

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

Equipment - Materials, supplies, commodities and apparatuses.

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

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

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

Managers - The City Manager.

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

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

Program - The SDBE Program.

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

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

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

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

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

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

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

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

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

III. SDBE Program Administration.

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

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

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

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

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

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

V. SDBE Program Eligibility.

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

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

VI. SDBE Goal Setting.

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

VII. Counting Participation of SDBEs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. Contract Performance Compliance Procedures.

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

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

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

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

XII. Protest Procedure.

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

XIII. Dispute Resolution.

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

XIV. Penalties.

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

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

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

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

XV. Program Review.

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

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

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

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

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

SDBE/HUB CONTRACT PROVISIONS

APPLICATION:

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

Fayetteville 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

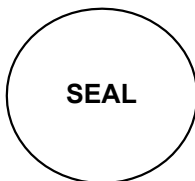
Affidavit of _____
(Name of Bidder)

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)

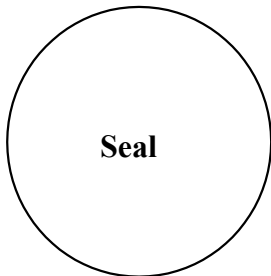
I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract. (Name of
Project)

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: _____

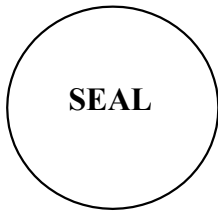
Signature: _____

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.

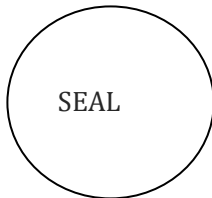
Name, Address and Phone No.	*SDBE/HUB Category	Description	Dollar Value

*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**

NC Division of Water Infrastructure MBE/WBE (DBE) Compliance Supplement Instructions

(This package combines the various aspects of State of NC HUB program requirements and Federal DBE requirements into a single compliance supplement in order to eliminate redundancy and ambiguity)

Item	What to do with it
Good Faith Efforts Form	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table A (Summary of firms on job)	Provided by all bidders to be responsive Only low bidder's form is submitted to the State
Table B (per item being subbed)	Provided by low bidder if SRF project or SRP/SEL* that obtains less than 10% M/WBE utilization (see page 2)
Provide documentation of anything you did that is mentioned later in this supplement	- Proof of trade paper advertisement - Printouts of DBE sources used - Solicitation emails and/or letters
Additional Forms for SRF Projects (these forms are currently not applicable)	
6100-3 (per M/WBE firm)	Provided by low bidder if SRF project
6100-2	Distributed to M/WBE firms if SRF project
Subs submit concerns on 6100-2 forms to:	Michael Pigram Region 4, Atlanta Federal Center 61 Forsyth Street Atlanta, GA 30303-8960

NOTES on this Compliance Supplement

Verifiable Goals

- | | |
|---|-----------|
| EPA MBE/WBE participation goals: | MBE 10.9% |
| | WBE 10.4% |

These are goals that the State reports against and are not quotas. *The good faith efforts must be adhered to and all forms provided regardless of what percentage utilization is achieved.*

- | | |
|--|----------------|
| State of NC MBE/WBE participation goal: | 10% (combined) |
|--|----------------|

Table B is not required for SRP and SEL projects if you achieve 10% utilization.

DBE (MBE or WBE) Certification

In order for a firm to count towards the goals, a firm must be properly certified. Table A and Table B both provide spaces to note who certified the firm. The North Carolina Department of Administration and North Carolina Department of Transportation are the most common certifications we see listed. Division of Water Infrastructure staff verify all certifications listed.

For SRF projects, please note the EPA’s six Good Faith Efforts found in 40 CFR 33

Filling out the Good Faith Efforts Form and providing Table B (if subcontracting is achieved) constitutes compliance with EPA’s six good faith efforts.

- (1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local Government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.
- (4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the SBA and the MBDA.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

Pertinent State of North Carolina Administrative Code Regarding M/WBE Compliance. The provisions in this Compliance Supplement constitute compliance with the Rules below.

Owner Requirements	01 NCAC 30I .0306
Contractor Requirements	01 NCAC 30I .0308

Resources

Some sources for identifying MBE/WBE (DBE) firms

- <https://www.ips.state.nc.us/vendor/SearchVendor.aspx> (NCDOA)
- <https://www.ebs.nc.gov/VendorDirectory/default.html> (NCDOT)
- http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm (US SBA)

Some sources for finding minority trade papers for potential solicitation advertisements and Federal advertising options

- <http://web.sba.gov/subnet/> (US SBA Subnet advertising website)
- <https://www.mbd.gov/> (US Dept. of Commerce)
- <https://ncadmin.nc.gov/businesses/hub> (NC HUB Office)

Good Faith Efforts Form

Attempts to provide subcontracting opportunities for MBE/WBE firms.

Per 01 NCAC 30I .0101, 50 points must be claimed below by the bidder.

(This is identical to State of NC Affidavit A)

- 1 – (10 pts)** Contacted 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 date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made 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 bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject 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.
- 8 – (25 pts)** Provided 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. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated 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.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

Results of Good Faith Efforts Undertaken (you must check one box below)

- No subcontractors are being used for this contracted work. Fill out Table A listing only the Prime Contractor. (This statement takes the place of State of NC Affidavit B)
- Subcontractors are being used. Fill out Table A and B for each trade. **Each Table B lists 3.**
- Subcontractors are being used. If any Table B has fewer than 3 solicitations you must also advertise in an M/WBE trade paper and indicate what source of M/WBE firms you used (*must list at least one*). Some possible papers and sources of M/WBE firms are listed in the Instructions of this Supplement.

Name of the Trade Paper: _____

Submit proof of advertisement with package

M/WBE Sources: Source: _____ Source: _____

Submit printouts from M/WBE source(s)

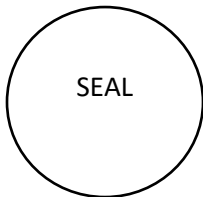
Certification Statement and Affidavit of Contractor.

The below affidavit constitutes compliance with 01NCAC 30I .0308(7)(a) and (b) and takes the place of State of North Carolina Affidavits C and D.

I have read the information in this compliance supplement and all information provided to the State in this package is accurate and true to the extent of my knowledge including the calculated percentages and the good faith efforts presented herein.

Prime Contractor Company Name (Print)

Prime Contractor Representative (Sign & Date)



State of _____, County of _____

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

Notary Public _____

My Commission Expires _____

Applicant Name (Print)

Applicant Authorized Representative (Sign & Date)

Division of Water Infrastructure Project Number

Table A: Prime Contractor and list of selected subcontractors

List Prime and ALL of the selected subcontractors (both DBE's and non-DBE's) being used on the project. Each Trade listed on this sheet should have a completed Table B: Subcontract Solicitation List showing the DBE firms contacted and given opportunities to bid.

Company Name (list prime first then subs)	Company Address and Phone	Trade (Above) and Price (Below)	MBE or WBE and certifying agency <u>if applicable</u>	(State use only) Listed in EPLS as Debarred?
		\$		
		\$		
		\$		
		\$		

Calculate M/WBE utilization as a percent (00.00%) of the prime contract. Limited to 100% even if the Prime is a DBE.

MBE and WBE subs total	\$	_____ %
Prime Contract Price	\$	

Note: Table A substitutes for both the State of NC "Identification of Minority Participation" form and EPA Form 6100-4.

Table B: Subcontract Solicitation List

Table B is required if:

- 1) Project is Federally funded (**SRF**) OR;
- 2) Project is a State Reserve Project or State Emergency Loan (**SRP or SEL**) and Utilization % on Table A is less than 10%
- 3)

Trade: _____ (enter the trade being solicited, paving, hauling etc.)

List the firm being used on the project first. If three MBE or WBE firms are not listed, additional information must be provided showing advertisements and sources used to identify MBE/WBE subs.

Use as many of these sheets as are necessary to cover every trade being subbed out.

Company Name	Company Address and Phone	MBE or WBE and certifying agency if applicable.	How was this firm contacted (email, letter, phone) and what was the result of the solicitation?*

*Must submit copies of emails or letters. If phone calls were made this sheet can serve as documentation of calls.

MBE/WBE (DBE) – Change or Add a Subcontractor Form

According to EPA guidance on 40 CFR 33.302

If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in §33.301 if soliciting a replacement subcontractor.

Please provide the information below **if the subcontracted work in question was included in previously submitted good faith efforts documentation:**

Prime Contractor:

Subcontracted work:

Previous Subcontractor:

Reason this firm did not complete the work:

New subcontractor and DBE status:

MBE

WBE

N/A

If this is a new trade being subcontracted, or was not documented in the original Project Bid Information submittal to the State then good faith efforts to solicit a DBE firm must be documented. As the original DBE instructions indicate, please provide a Table B from those original instructions, showing all the DBE firms contacted to perform this work. If three (3) firms are not listed on Table B, then additionally you must submit proof of an advertisement in a minority trade paper and evidence that there were not three reasonably available firms in the work area. The EPA provides in 33.301(a) that good faith efforts are to be carried out "...to the fullest extent practicable...". If solicitations were not carried out due to being impracticable, please attach this explanation to this form.

Please follow the steps below for new subcontracted work:

Indicate the new trade being subcontracted:

Indicate the firm being used and DBE status:

MBE

WBE

N/A

Attach Table B

(For State Use) Is this sub debarred?

Yes

No

Project Owner/Applicant:

Project Number:

Signature of Prime Contractor's Representative

SECTION A
PROJECT SPECIFICS
BID SUBMITTAL DOCUMENTS

00300 – BID PROPOSAL

PROJECT: SEWER MAIN REHABILITATION

Fayetteville, North Carolina

THIS BID IS SUBMITTED TO:

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

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

- necessary to identify and understand conditions (surface, subsurface, and underground facilities) at or contiguous to the site of Work or otherwise which may affect cost, progress, performance, or furnishing the Work or which relate to any aspect of means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. BIDDER waives all rights to claim that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the proper submission of the Bid for the performance and furnishing of the Work in accordance with the Contract Time, Contract Price, and other terms and conditions of the Contract Documents.
5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, it will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or additions which may be made.
 6. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, exploration, tests, studies, and data with the Contract Documents.
 7. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 8. By bidding in response to this invitation, the BIDDER represents that in the preparation and submission of this Bid, said BIDDER did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1).
 9. Bid form must be completed in blue or black ink or by typewriter. The Bid price of each item on the form must be stated in both words and numerals. In case of a conflict, words shall take precedence. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 10. BIDDER understands that the award of contract will be made on the basis of the total Bid amount which will be determined as the sum of the unit price and lump sum Bid Items.
 11. BIDDER understands that quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful BIDDER.
 12. BIDDER shall complete the Work for the prices indicated on the following pages.

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
1	L-1	Mobilization @ Lump Sum	1	L.S.	\$20,000.00	\$20,000.00
2	L-2	Access @ Lump Sum	1	L.S.		
3	L-3	Bypass Pumping @ Lump Sum	1	L.S.		
4	U-1	Sewer Line Cleaning @ Per Linear Foot	35,000	L.F.		
5	U-2	Closed Circuit TV Inspection @ Per Linear Foot	35,000	L.F.		
6	U-3	Rehabilitate Existing 6-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
7	U-3	Rehabilitate Existing 8-inch Gravity Sewer Lines @ Per Linear Foot	15,000	L.F.		
8	U-3	Rehabilitate Existing 10-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
9	U-3	Rehabilitate Existing 12-inch Gravity Sewer Lines @ Per Linear Foot	3,000	L.F.		
10	U-3	Rehabilitate Existing 15-inch Gravity Sewer Lines @ Per Linear Foot	3,000	L.F.		
11	U-3	Rehabilitate Existing 16-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
12	U-3	Rehabilitate Existing 18-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
13	U-3	Rehabilitate Existing 21-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
14	U-3	Rehabilitate Existing 24-inch Gravity Sewer Lines @ Per Linear Foot	3,000	L.F.		
15	U-3	Rehabilitate Existing 27-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
16	U-3	Rehabilitate Existing 30-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		

Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
17	U-3	Rehabilitate Existing 36-inch Gravity Sewer Lines @ Per Linear Foot	1,000	L.F.		
18	U-4	Reinstate Existing Active Service Laterals via Remote Cutting @ Per Each	250	EA.		
19	U-5	Reinstate Blocked Service Laterals via Remote Cutting @ Per Each	20	EA.		
20	U-6	Cut Protruding Services Using Robotic Cutter @ Per Each	100	EA.		
21	U-7	Specialty Cleaning @ Per Linear Foot	15,000	L.F.		
22	U-8	Remove and Replace Existing Inside Drop Connection @ Per Each	5	EA.		
23	U-9	Trenchless Point Repairs 8-inch diameter 5-foot in length @ Per Each	5	EA.		
24	U-9	Trenchless Point Repairs 8-inch diameter 10-foot in length @ Per Each	5	EA.		
25	U-9	Trenchless Point Repairs 12-inch diameter 5-foot in length @ Per Each	5	EA.		
26	U-9	Trenchless Point Repairs 12-inch diameter 10-foot in length @ Per Each	5	EA.		

TOTAL BASE BID

\$ _____

- BID SUMMARY-

TOTAL BASE BID \$ _____

*****Bid Supplement*****

Bidder shall submit a schedule of values indicating the locations where the Contractor plans to utilize Bypass Pumping Operations and install Access. The Bidder shall also be required to submit a unit price, in days, for the Bypass Pumping Operations and unit price, for each location, where Access will be installed. This Bid Supplement shall be attached the Bidder's Proposal for the Bid to considered complete. See Section 01025 – Measurement and Payment and Section 01000 – Special Conditions for clarification.

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

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

The undersigned BIDDER certifies that they are licensed as a Contractor under N.C.G.S § 87, and that their license number is _____ (License Number).

MATERIAL PRICE FORM

In compliance with the Instructions to Bidders and the Bid Proposal, the undersigned submits the following material price to be used in performing the Work.

The Bidder certifies that all material pricing below is the basis of their bid and was utilized to calculate the bid pricing for CIPP lining (liner and resin) and bypass operation (fuel price).

Material Description**	Material Unit	Material Unit Price/Quote	Supplier/Vendor Name and Address	Date of Quote
6 - inch liner	LF	\$ _____		
8 - inch liner	LF	\$ _____		
10 - inch liner	LF	\$ _____		
12 - inch liner	LF	\$ _____		
15 - inch liner	LF	\$ _____		
16 - inch liner	LF	\$ _____		
18 - inch liner	LF	\$ _____		

21 - inch liner	LF	\$ _____		
24 - inch liner	LF	\$ _____		
27 - inch liner	LF	\$ _____		
30 - inch liner	LF	\$ _____		
36 - inch liner	LF	\$ _____		
Resin	GAL	\$ _____		
Lower Atlantic (PADD 1C) weekly retail gasoline and diesel price According to EIA.GOV	GAL	\$ _____	EIA.GOV	

**Bidder shall include authenticity of these prices with dated quote from the supplier.

The undersigned BIDDER hereby agrees to accept an award of the Contract based on the Total Contract Amount as accepted by the OWNER and as indicated on the Notice of Award.

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

1. All work described herein to be complete, including restoration and all punch list items from Notice to Proceed until June 30, 2023.
2. The BIDDER acknowledges that time is of the essence in this Contract and that the OWNER will suffer financial loss if the Work is not complete within the time specified in Paragraph D.1 above plus any extensions thereof allowed in accordance with these Contract Documents. BIDDER also recognizes the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not complete on time. The Bidder agrees to diligently pursue all available work and complete all work in an expeditious manner.

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

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

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

G. The terms used in this Bid which are defined in Section 00600 – Definitions and Terminology or as otherwise specifically defined in the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

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

Social Security Number: _____

Federal Employer Identification Number: _____

SUBMITTED ON _____, 20____.

AN INDIVIDUAL

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

Doing Business as: _____

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

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

NOTARY PUBLIC

My Commission Expires: _____

A PARTNERSHIP

BY _____ (SEAL)
(Firm Name)

(General Partner and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

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

NOTARY PUBLIC

My Commission Expires: _____

A CORPORATION

BY _____
(Corporation Name) (State of Incorporation)

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

ATTEST: _____
(Secretary or Assistant Secretary and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

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

NOTARY PUBLIC

My Commission Expires: _____

A JOINT VENTURE

BY _____
(Name and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

Phone Number: _____

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

NOTARY PUBLIC

My Commission Expires: _____

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

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:

SEWER MAIN REHABILITATION

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 the Agreement attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Agreement, 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

LIST OF SUBCONTRACTORS

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

The Bidder certifies that all Subcontractors listed are eligible to perform the Work and that all Subcontractors performing more than five (5) percent of the work are listed.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Signature

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):

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

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

WITNESS:

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

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

(Printed Name)

(Printed Name)

(Corporate Seal)

(Use the following form for signatures by an INDIVIDUAL)

BY: _____

(Printed Name)

WITNESS:

(Printed Name)

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)

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

SEWER MAIN REHABILITATION CONTRACTOR 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) Name of Sewer Bypass Pumping Subcontractor (if applicable) and NC License Number (If Prime Contractor intends to complete all work, skip to Item 3).</p>	<p>Name:</p> <p>NC License No.:</p>
<p>a. Within the last five (5) years, has the subcontractor 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 subcontractor's 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>

SEWER MAIN REHABILITATION CONTRACTOR 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.

(3) Provide list of other **Subcontractors** and field of specialty (erosion control, access, etc.), if applicable. Additional subcontractors can be attached to the qualifications form, if necessary.

a. Subcontractor Name: Specialty:	
b. Subcontractor Name: Specialty:	
c. Subcontractor Name: Specialty:	
d. Subcontractor Name: Specialty:	

PRIME CONTRACTOR SEWER MAIN REHABILITATION EXPERIENCE AND RESOURCES

- (1) The Contractor shall provide not less than **four (4)** references documenting a minimum of **800,000 LF** of successful installation of similar size of the proposed cured-in-place liner within the United States, in the last five (5) years. The Contractor shall provide documentation verifying their experience in sewer main rehabilitation. References shall be from projects of similar pipe size, length, scope, nature, and/or cost. A minimum of **three (3)** projects shall be annual contracts with a minimum of **40,000 LF** each, similar in size, scope, cost, etc. The annual contracts shall have been completed in the Southeast United States (SC, NC, VA).
- (2) Include the dates of such projects. The client's representative, name, and telephone numbers shall be provided for reference of each project listed. Contractor shall provide references for the Fayetteville Public Works Commission to verify project information. Each project should be from separate references. Additional similar projects may be attached at the Contractor's discretion.

a. Project Name:			
Location:			
Superintendent:			
Cost:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			

Subcontractor Completing Bypass Pumping:

b. Project Name:			
Location:			
Superintendent:			
Cost:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
<p>Subcontractor Completing Bypass Pumping:</p>			
c. Project Name:			
Location:			
Superintendent:			
Cost:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
<p>Subcontractor Completing Bypass Pumping:</p>			
d. Project Name:			
Location:			
Superintendent:			
Cost:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
<p>Subcontractor Completing Bypass Pumping:</p>			

e. Project Name:			
Location:			
Superintendent:			
Cost:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
<p>Subcontractor Completing Bypass Pumping:</p>			
f. Project Name:			
Location:			
Superintendent:			
Cost:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
<p>Subcontractor Completing Bypass Pumping:</p>			
(3) Provide the number of crews qualified and available to perform the work stated in this Proposal:			
(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:		
(5) 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. A minimum of one (1) project shall be from an annual contract, similar in size, scope, cost, and completed in the southeast United States (NC, SC, VA). Additional similar projects may be attached at the Contractor's discretion.			
a. Project Name:			
Location:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	

Scope/Additional Information:			
b. Project Name:			
Location:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
c. Project Name:			
Location:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			
d. Project Name:			
Location:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Scope/Additional Information:			

(6) Provide a list of applicable equipment(**including make/model/size/quantity**) owned by the **prime contractor** that will be utilized to complete the scope of work:

a. CCTV equipment:

b. Lining equipment:

c. Cleaning equipment:

d. Other Lining Support Equipment:

SEWER BYPASS SUBCONTRACTOR EXPERIENCE AND RESOURCES

***NOTE: The following information (Items 1 through 4) SHALL be completed by Prime Contractor if the sewer main bypass will be completed with its own forces.**

- (1) The sewer bypass subcontractor shall be trained and certified to install, operate, and maintain the sewer bypass equipment with at least **five (5) years** of experience obtained over the **last five (5) years**. Provide not less than **four (4)** completed projects completed in the last **two (2) years**, where the projects were of similar size and scope to the Work described in these Contract Documents. At least **one (1)** of the completed projects must have been completed in the last **twelve (12) months**.
- (2) The sewer bypass subcontractor shall include a minimum of one (1) project that was related to an annual sewer main rehabilitation contract, that was similar in size, scope, cost, etc. in the last **three (3)** years.
- (3) The sewer bypass subcontractor shall perform the bypass pumping operation utilizing its own equipment and labor forces. The bypass pumping superintendent shall be an employee of the bypass subcontractor. **Second tier subcontractors will not be allowed.**

a. Project Name:			
Location:			
Superintendent:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Completed with own equipment and labor forces:			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" was checked above, provide name of the Contractor completing work:			
Scope/ Project Cost /Additional Information:			
<p>Contractor Completing Sewer Main Lining:</p>			
b. Project Name:			
Location:			
Superintendent:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			

Client Contact Name:		Client Phone:	
Completed with own equipment and labor forces:			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" was checked above, provide name of the Contractor completing work:			
Scope/ Project Cost /Additional Information:			
Contractor Completing Sewer Main Lining:			
c. Project Name:			
Location:			
Superintendent:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Completed with own equipment and labor forces:			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" was checked above, provide name of the Contractor completing work:			
Scope/ Project Cost /Additional Information:			
Contractor Completing Sewer Main Lining:			
d. Project Name:			
Location:			
Superintendent:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Completed with own equipment and labor forces:			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" was checked above, provide name of the Contractor completing work:			
Scope/ Project Cost /Additional Information:			
Contractor Completing Sewer Main Lining:			
e. Project Name:			
Location:			

Superintendent:			
Pipe Size/Material:		Length:	
Start Date:		End Date:	
Client:			
Client Contact Name:		Client Phone:	
Completed with own equipment and labor forces:			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" was checked above, provide name of the Contractor completing work:			
Scope/ Project Cost /Additional Information:			
<p>Contractor Completing Sewer Main Lining:</p>			
(4) Provide the names of the proposed bypass pumping superintendent and crew (technicians, etc.) who are qualified and available to perform the work stated in this proposal:	Proposed Superintendent:		Certified and Trained: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Crew:		<input type="checkbox"/> Yes <input type="checkbox"/> No
(5) All sewer bypass pumping operations shall be performed under the constant direction of a superintendent employed by the sewer bypass subcontractor who shall remain on site and be in responsible charge throughout the bypass pumping operation. Provide not less than three (3) completed bypass pumping operations completed in the last three (3) years , where the projects were of similar size and scope to the Work described in these Contract Documents, and where the proposed bypass pumping superintendent – as listed above – acted in full capacity as superintendent for the bypass pumping subcontractor. The reference projects shall be sufficient to provide evidence of the Superintendent's competency and qualifications. At least one (1) of the reference projects must have been completed in the last twelve (12) months .			
a. Project:			
Start Date:		End Date:	
Pipe Size/Material:		Length:	
Client:			
Client Contact Name:		Client Phone:	
b. Project:			
Start Date:		End Date:	
Pipe Size/Material:		Length:	
Client:			
Client Contact Name:		Client Phone:	
c. Project:			
Start Date:		End Date:	
Pipe Size/Material:		Length:	

Client:			
Client Contact Name:		Client Phone:	
d. Project:			
Start Date:		End Date:	
Pipe Size/Material:		Length:	
Client:			
Client Contact Name:		Client Phone:	
e. Project:			
Start Date:		End Date:	
Pipe Size/Material:		Length:	
Client:			
Client Contact Name:		Client Phone:	
Start Date:		End Date:	
f. Project:			
Start Date:		End Date:	
Pipe Size/Material:		Length:	
Client:			
Client Contact Name:		Client Phone:	

(6) The Contractor shall be certified and/or licensed as an installer by the manufacturer of the cured-in-place pipe lining system. The **Contractor shall submit** a certified statement from the manufacturer that they are a certified and/or licensed installer of the lining material.

(7) All manufacturers of cured-in-place pipe lining shall be ISO 9001 or 9002 certified for the design, production, installation, and service of the lining system for a sanitary sewer collection system, and **shall submit** proof of certification.

(8) The Contractor certifies that they will have a minimum of two (2) crews available to complete the work that may be assigned during each contract period.

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:

BID PROPOSAL CHECKLIST

- 1. Enter Contractor's License Number where called for in the Bid Form and on the outside of the sealed envelope containing the Bid.
- 2. Photocopy of Contractor's License.
- 3. Bid Bond or other Security.
- 4. Bid Forms Section 0300.
- 5. Provide the responsible North Carolina Registered Agent for Insurance Claims. Include contact information.
- 6. Provide the proposed responsible Bonding Company name. Include contact information.
- 7. List of proposed Subcontractors and material suppliers exceeding 5% of the Contract Value.
- 8. Non-Collusive Affidavit.
- 9. Nondiscrimination Clause.
- 10. Affidavit of Organization and Authority and Sworn Statement.
- 11. Equal Employment Opportunity Acknowledgment.
- 12. Certification regarding Debarment, Proposed Debarment, and other Responsible Matters.
- 13. FTA Certification Regarding Lobbying.
- 14. The Completed Contractor Qualification Form.

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

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SECTION B
CONTRACT EXECUTION DOCUMENTS

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NOTICE OF AWARD

TO _____

PROJECT DESCRIPTION: SEWER MAIN REHABILITATION

The OWNER has considered the BID submitted by you for the above described work in response to its Notice to Bidders dated _____ and Instructions to Bidders.

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 _____, 2022

OWNER: FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: _____
Trent Ensley
Procurement Manager

ACCEPTANCE OF AWARD

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____
day of _____, 2022.

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 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. Notice to Bidders

- c. Performance and Delivery
- d. Instructions to Bidders
- e. City of Fayetteville Small Disadvantaged Business Enterprise Program Requirements and Affidavits
- f. Bid Submittal Documents, including but not limited to Bid Proposal, Bid Summary, List of Subcontractors, and Bid Proposal Checklist
- g. Notice of Award
- h. Acceptance of Award
- i. Performance Bond
- j. Payment Bond
- k. Power of Attorney
- l. Certificate(s) of Insurance
- m. Notice to Proceed and Acceptance
- n. Definitions and Terminology
- o. General Conditions
- p. Special Conditions
- q. Measurement and Payment
- r. Submittals
- s. Quality Control
- t. Project Closeout

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 rehabilitating existing concrete, clay, cast iron, and other various sewer mains, utilizing a cured-in-place liner, as more specifically set forth in the Contract Documents.

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

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

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

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

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

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

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

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

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

a. Contractor is duly licensed in the State of North Carolina to complete all Work necessary for the Project, is duly organized, validly existing and in good standing

and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.

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

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

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

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

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

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

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

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

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

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

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 ten (10) days after the receipt of notice from PWC, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to PWC. In such event no further payment to Contractor shall be deemed to be due under this Agreement until new or additional security for the performance and payment of the Project shall be furnished in manner and form satisfactory to PWC. Contractor understands and acknowledges that PWC, as a public authority, and the City, as a municipal corporation, are not subject to the provisions of Articles 1 and 2 of Chapter 44A of the General Statutes, in accordance with G.S. 44A-34 and applicable law.

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

12. Defective Work. The Project shall be subject to observation and approval by PWC, Designer, and representatives of governmental agencies with jurisdiction over the Project. PWC and Designer shall be entitled to enter at all reasonable times the premises subject to construction or renovation to inspect the Work performed by or on behalf of Contractor, provided that such entry and inspection does not materially interfere with the

progress of construction. Contractor shall correct promptly, at no cost to PWC, all Work reasonably rejected by PWC or by its representatives. Should Contractor fail to correct rejected Work, PWC may, acting in its sole discretion, correct such Work and the Contractor shall pay PWC's actual costs of correction and any other applicable amounts identified in the General Conditions.

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

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

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

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

and payable immediately by Contractor upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Contractor's obligation to maintain insurance for three (3) years after Completion of the Project shall survive the termination of this Agreement.

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

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

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

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

procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Project and maintain compliance with the scheduling deadlines set forth in the Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

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

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

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

To Contractor:
[INSERT MAILING ADDRESS]

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

24. Compliance. Contractor hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with N.C.G.S. §64-26(a). Contractor hereby pledges, attests, and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Contractor shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Contractor hereby further acknowledges that the execution and delivery of this Agreement constitutes Contractor’s certification to PWC and to the North Carolina State Treasurer that, as of the date of the Effective Date of this Agreement, Contractor is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the “Iran Divestment Act”); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Contractor represents and warrants to Commission that Contractor, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. Contractor also shall at all times during the term of this Agreement comply with Executive Order 11246, including but not limited to the Equal Opportunity Clause requirements set forth in 41 C.F.R. § 60-1.4. Contractor shall abide by the requirements of 41 CFR 60–300.5(a) and 60–741.5(a) prohibiting discrimination against qualified individuals on the basis of protected veteran status or disability and requiring affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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

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

[CONTRACTOR FULL LEGAL NAME]

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

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

Date: _____

Date: _____

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

**By: _____
Rhonda Haskins, Chief Financial Officer**

Approved as to form:

James P. West, Chief Legal Officer

PERFORMANCE BOND

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

Name of Contracting
Body: Fayetteville Public Works Commission, N.C.

Amount of Bond: _____

PROJECT: SEWER MAIN REHABILITATION

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

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

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

THIS BOND SHALL REMAIN in effect at least one year after the date when final payment became due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the 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 five (5) counter parts

Witness:

CONTRACTOR:

(Proprietorship of Partnership)

(Trade or Corporate Name)

By:

By:

Title:

Title:

(Corporate Secretary or
Assistant Secretary, Only)

(Owner, Partner, Corporate President or Vice-
President, Only)
(CORPORATE SEAL)

Witness:

SURETY COMPANY:

(Surety Company Name)

By:

Countersigned:

Title:

(N.C. Licensed Resident Agent)

(Attorney in Fact)
(SURETY CORPORATE SEAL)

PAYMENT BOND

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

Name of Contracting
Body: Fayetteville Public Works Commission, N.C.

Amount of Bond: _____

PROJECT: SEWER MAIN REHABILITATION

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.

THIS BOND SHALL REMAIN in effect at least one year after the date when final payment became due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the 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 five (5) counter parts

Witness:

CONTRACTOR:

(Proprietorship of Partnership)

(Trade or Corporate Name)

By:

By:

Title:

Title:

(Corporate Secretary or
Assistant Secretary, Only)

(Owner, Partner, Corporate President or Vice-
President, Only)
(CORPORATE SEAL)

Witness:

SURETY COMPANY:

(Surety Company Name)

By:

Countersigned:

Title:

(N.C. Licensed Resident Agent)

(Attorney in Fact)
(SURETY CORPORATE SEAL)

POWER OF ATTORNEY
(ATTACH)

CERTIFICATE(S) OF INSURANCE
(ATTACH)

NOTICE TO PROCEED

TO:

Date:

PROJECT: SEWER MAIN REHABILITATION

You are hereby notified to commence work in accordance with the Contract dated _____, 20____, on the _____ day of _____ 20____, and you are to complete all work within THE CONTRACT PERIOD thereafter.

The date of final completion therefore is June 30, 2023.

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 _____, 2022.

CONTRACTOR

BY: _____

TITLE: _____

SECTION C
ADMINISTRATIVE PROVISIONS

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**DIVISION 1
GENERAL REQUIREMENTS
00600 – DEFINITIONS AND TERMINOLOGY**

Defined Terms

The following terms used throughout the Contract Documents have the meaning specified below:

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** – Has the meaning ascribed to it in the Construction Agreement.
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 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. The Contract is also referred to as the “Agreement” throughout the Contract Documents.
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. The Contract is also referred to as the Agreement” throughout the Contract Documents.
16. **Contract Documents** - The combined bid documents (Instructions to Bidders, Special Provisions, etc.), technical specifications, contract drawings, and all addenda as set forth and defined in the Agreement. 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 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 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 PROJECT ENGINEER recommendation of final payment.
23. **DESIGN ENGINEER** - The Engineering firm identified on the Contract Drawings and their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.
24. **DESIGN ENGINEER's Consultant** - An individual or entity having a Contract with DESIGN ENGINEER to furnish services as DESIGN ENGINEER’s independent professional associate or consultant with respect to the Project.
25. **Effective Date of the Contract** - The date indicated in the Contract on which it becomes effective.
26. **Excusable Delay** – Any delay beyond the control and without the fault or negligence of CONTRACTOR caused by events or circumstances such as, but not limited to, acts of God or of public enemy, acts of government other than OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, hurricanes, tornadoes, unusually severe weather.

27. **Free Haul Limit** – area within 2 miles of the project limits, one way.
28. **Hazardous Environmental Condition** - The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
29. **Hazardous Waste** - The term Hazardous Waste shall have the meaning provided in the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. **Inexcusable Delay** - Any delay caused either by (A) events or circumstances within the control of CONTRACTOR, such as inadequate manpower, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of CONTRACTOR, or (B) labor disputes.
31. **Laws and/or Regulations** - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
32. **Liens** - Charges, security interests, or encumbrances upon Project funds.
33. **Milestone** - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Final Completion of all the Work.
34. **Notice of Award** - The written notice by OWNER to the bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Contract.
35. **Notice to Proceed** - A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
36. **Non Compliance Notice (NCN)** – A written notice given by the OWNER to CONTRACTOR indicting a violation in Contract Terms.
37. **OWNER** - The public entity with whom CONTRACTOR has entered into the Contract and for whom the Work is to be provided. OWNER is the City of Fayetteville, acting by and through its Fayetteville Public Works Commission (“PWC”, “Commission”, or “Public Works Commission”), acting through its authorized representatives, primarily the Water Resources Engineering Department located at 955 Old Wilmington Road, Fayetteville, NC.
38. **Partial Utilization** - Use by OWNER of a completed part of the Work for the purpose for which it is intended (or a related purpose) prior to completion of all the Work.
39. **OWNER’s Consultant** - An individual or entity having a Contract with the OWNER to furnish services as the OWNER’s independent professional associate or consultant with respect to the Project.
40. **Project** - means the Sewer Main Rehabilitation as more specifically set forth in the Contract Documents.
41. **PROJECT COORDINATOR** - The authorized representative of PROJECT ENGINEER who may be assigned to the Site or any part thereof.

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

- 55. Work** - The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents to complete the Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 56. Work Change Directive** - Work initiated in the field affecting Contract Price and/or Contract Times. The PROJECT COORDINATOR and/or PROJECT ENGINEER may give CONTRACTOR a directive to proceed with Work which shall be included in a subsequent Change Order.

Terminology

A. Intent of Certain Terms or Adjectives

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

B. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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.

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.

When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, “provide” is implied.

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

**DIVISION 1
GENERAL REQUIREMENTS
00700 – GENERAL CONDITIONS**

PART 1. PRELIMINARY MATTERS

1.01 Scope of Work

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

1.02 Performance and Payment Bonds

- A. The Contractor, at the time of the execution of the Contract shall be required to furnish a Performance Bond and Payment Bond in an amount equal to at least one-hundred percent (100%) of the Price as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with the 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. All contract payment bonds and contract performance bonds shall be executed on “Performance Bond” and “Payment Bond” forms provided in the 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 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 receipt of 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 Fayetteville, Public Works Commission, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and to remain in force until the project is completed and accepted by the Fayetteville Public Works Commission.

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. 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. Owner's and Contractor's Protective Liability I.S.O.#CG 00 09 10 93: The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the Fayetteville Public Works Commission, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

B. Acceptability of Insurance

All insurance policies shall be written by insurers authorized to do business in North Carolina and meet the conditions set forth in the Agreement and these General Conditions. PWC shall have the discretion to determine the acceptability of Contractor's Insurance.

C. Indemnity Provision

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

D. Other Provisions

1. Any deductible or self-insured retention must be declared to and approved by the Fayetteville Public Works Commission.

2. The policies are to contain, or be endorsed to contain, the following provisions:

a. Commercial General Liability Coverage

i. The Fayetteville Public Works Commission, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Fayetteville Public Works Commission, its officials, employees or volunteers.

ii. The Contractor's insurance coverage shall be primary insurance as respects the Fayetteville Public Works Commission, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Fayetteville Public Works Commission, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

iii. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

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

Fayetteville Public Works Commission
Attn: Trent Ensley, Procurement 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 Fayetteville Public Works Commission, its officials, employees, and volunteers. In the event the Fayetteville Public Works Commission is damaged by the failure of the Contractor to maintain such insurance and to so notify the Fayetteville Public Works Commission, the Contractor shall bear all reasonable costs properly attributable thereto.

c. Subcontractors

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

d. No Waiver of Immunity

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

1.04 Copies of Documents

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

1.05 Commencement of Contract Times; Notice to Proceed

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

1.06 Starting the Work

- A. CONTRACTOR shall start to perform the work on the date when the Contract Times commence to run as indicated on the Notice to Proceed. Failure to start work within fifteen (15) calendar days of the commencement of Contract time will be documented as a substantial violation of the Contract Provisions and the following action will be taken:
 1. The OWNER will request in writing the CONTRACTOR mobilize personnel, equipment, and material within ten (10) calendar days.
 2. If the CONTRACTOR fails to mobilize as requested within the given timeframe, OWNER will consider the CONTRACTOR in violation of the agreement and terminate for cause in accordance with the provisions of the Contract.
 3. If the CONTRACTOR mobilizes, they shall be required to submit a Recovery Plan detailing the intent to regain any lost time to date and finish the Project by the Final Completion date as listed in the specified time frame detailed in the Contract. This Recovery Plan shall include a new progress schedule and any additional subcontractor submissions for approval.

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 the 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 the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

- B. Interpretations of Contract Documents: On all plans, drawings, etc., the figured dimensions shall govern in case of any discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Plans or of any discrepancy between the Plans and Specifications, and the PROJECT ENGINEER shall make any such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and any decision by PROJECT ENGINEER shall be final.
- C. Schedules: Five (5) business days prior to the pre-construction conference, CONTRACTOR shall submit to PROJECT ENGINEER schedules as outlined in Section 01310 within these Contract Documents.
- D. Shop Drawings and Samples: Requirements regarding Shop Drawings and Samples as well as submittal procedures are covered under Section 01300 within these Contract Documents.

1.08 Pre-construction Conference

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

1.09 Quality of Materials

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

PART 2. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

2.01 Intent

- A. The 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 will show the location, details, and dimensions of the Work, which shall be performed in strict accordance therewith. Any deviation from the 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 the 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 the 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 the 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 the Contract Documents or between the 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 at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by Part

4) until an amendment or supplement to the 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 the Contract Documents, the Special Provisions of these Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
2. Order of Precedence: If conflicts occur between the Technical Specifications, Details, and Drawings, the Technical Specification shall supersede.

2.04 Amending and Supplementing Contract Documents

- A. The 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 the 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 Drawings, Specifications, other 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 the Contract Documents for record purposes.

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

3.01 Availability of Lands

- A. The Contract Documents contains a list of easement special conditions that the Contractor shall comply with. OWNER shall be responsible for obtaining all required easements and encroachments necessary to complete the Work, except as provided herein. 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 City of Fayetteville, 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 the Property Owner 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(s) written plan to correct same. Contractor(s) written plan to correct damage shall include a timely settlement date. If Contractor(s) 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(s) for costs incurred.

3.02 Subsurface and Physical Conditions

- A. 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 the 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 the 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 the 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; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 3. Differs materially from that shown or indicated in the 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 the 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 advise CONTRACTOR in writing.
- C. Possible Price and Time Adjustments
1. The 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 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 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 Price or Contract Time, as a result of differing subsurface or physical conditions or both, a Claim may be made therefore as provided in Part 8. No claim of CONTRACTOR under this paragraph shall be allowed unless;
- a. CONTRACTOR has given the written noticed required in this Part 3; and
 - b. CONTRACTOR submits to PROJECT ENGINEER a detailed claim setting forth CONTRACTOR's right to recover any additional costs and lost time, including the information required by Part 10.

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

3.04 Underground Facilities

A. EXISTING UTILITIES

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

Should uncharted or incorrectly charted piping or other utilities be encountered during excavations, the Contractor shall immediately consult the Project Engineer for directions as how

to proceed. The Contractor shall fully cooperate with Owner and utility companies in keeping respective services and facilities in operation.

The Owner has, to the best of its ability, made involved utility owners aware of this project. As appropriate, each utility owner will be invited to attend the preconstruction conference to discuss potential conflicts and schedules for relocation where required. All adjustments or relocations will be made at the utility owner's expense unless otherwise indicated in these Contract Documents.

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

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

Actual horizontal and vertical locations have not been verified. As part of the Contract work, the Contractor is required to dig up each utility which may conflict with construction in advance to verify locations. The utilities shall be "dug up" a minimum of fourteen (14) working 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) working 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.

The information and data shown or indicated in the 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.

OWNER, PROJECT ENGINEER, OWNER's Consultant and DESIGN ENGINEER shall not be responsible for the accuracy or completeness of any such information or data.

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 the 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.

CONTRACTOR shall be responsible for the discovery of existing underground installations, in advance of excavating or trenching as required in these Contract Documents.

If an Underground Facility is discovered at or contiguous to the Site which was not shown or indicated, in the 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 the 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 the Contract Documents, and
2. The CONTRACTOR did not know of or could not anticipate the facility.

If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, as a result of differing subsurface or physical conditions or both, a Claim may be made therefore as provided in Part 3. No claim of CONTRACTOR under this paragraph shall be allowed unless;

1. CONTRACTOR has given the written notice required in Part 3, and;
2. CONTRACTOR submits to PROJECT ENGINEER a detailed claim setting forth CONTRACTOR's right to recover any additional costs and lost time, including the information required by Part 10 of these General Conditions.

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

3.05 Reference Points

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

3.06 Hazardous Environmental Condition at Site

- A. 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.

- B. CONTRACTOR may rely upon the general accuracy of these reports and drawings containing subsurface conditions. However, these documents do not take precedence over the 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 the 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 stops 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 of or person associated with the CONTRACTOR shall not:
1. Use profane or abusive language to any person, to the PROJECT ENGINEER or other employees of the OWNER, or;
 2. Interfere with the performance of the Work, or;
 3. Disobey instructions, or;
 4. Be careless, reckless or incompetent, or;
 5. Be objectionable to the OWNER.

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

C. Subcontractors

1. The CONTRACTOR shall submit the names and references of both the Superintendent and all Sub-contractors to the PROJECT ENGINEER for approval prior to construction starting on the project. The CONTRACTOR shall not begin work until receiving written approval. If during the duration of the contract the CONTRACTOR changes Superintendent and Subcontractors, 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 under this Contract, 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 Labor; Working Hours

- A. This agreement is subject to the applicable provisions of the Contract Work 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.

4.03 Prosecution of Work

- A. The CONTRACTOR shall undertake the Work will 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.

4.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of OWNER. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- C. Workmanship shall be in accordance with these Contract Documents and shall be subject to the OWNER's approval.

4.05 Substitutes and "Or-Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, or the equipment is Base Bid equipment, other items of material or equipment of other Suppliers may be submitted (in accordance with Section 01300) to PROJECT ENGINEER for review.
1. Or Equal Items – For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
- a. In the exercise of reasonable judgment the PROJECT ENGINEER determines that:
 - i. it is equivalent to or better than the product named in form, function, performance, reliability, quality, features, materials of construction, operation and maintenance costs, static and dynamic loads, general dimensional configuration, size, weight, and appearance;

- ii. it will reliably perform at least equally well in function imposed by the design concept of the completed Project as a functioning whole, and;
- b. CONTRACTOR certifies that:
 - i. there is no increase in cost to the OWNER; and
 - ii. it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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

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 the Contract Documents require the identity of certain subcontractors, suppliers, or other individuals or entities to be submitted to OWNER by OWNER by a specified date prior to the Effective Date of the Contract, and if CONTRACTOR has submitted a list thereof in accordance with the 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 the 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 moneys 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. The 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 the 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 the 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. Violation of this provision of the contract 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 the 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 the 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 the 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.

4.09 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 the 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.

4.10 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.

4.11 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 the 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 bodies or tribunals, having jurisdiction thereof. He shall commit no public nuisance. The CONTRACTOR shall at all times keep the site of the work 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 marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. When or where direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct, in the execution of work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.
- H. When any direct or indirect damage or injury is done to public or private property, by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expenses, such property to a condition equal or better than existing before such damage or injury was done or he shall make good damage or injury in an acceptable manner.

4.12 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.

- B. CONTRACTOR shall comply with all applicable State and Federal Laws and Regulations relating to the safety and protection of persons or property, from damage, injury, or loss. The Contractor shall erect and maintain all necessary safeguards for safety and protection. In the event a conflict arises between agencies, the stricter regulation shall apply. CONTRACTOR shall notify owners of adjacent property and other utility owners when the Work may affect them. The Contractor shall cooperate in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly 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 the Contract Documents or to the acts or omissions of OWNER or DESIGN ENGINEER or DESIGN ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). 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.
- C. The CONTRACTOR shall comply with the OWNER's Safety Manual, Latest Edition. 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 for 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 and health 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 the Contract Documents and any health or safety precautions required by any regulatory agencies. The OWNER or DESIGN ENGINEER's their employees, representatives, and sub-consultants shall have no responsibility for site safety.
- E. The OWNER's or DESIGN ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with any health and/or safety precautions. The CONTRACTOR is solely and exclusively responsible for job site safety and shall include the OWNER and DESIGN ENGINEERS as additional insured for primary protection under the CONTRACTOR's general liability policy.

4.13 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.

4.14 Hazard Communication Programs

- A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information in accordance with Laws or Regulations. The Contractor shall be responsible to provide and maintain Material Safety Data Sheets (MSDS) sheets at the job site at all times. The sheets shall be located in an easily accessible and prominently located area.
- 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 MSDS required under the standard for all hazardous materials. The MSDS 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 MSDS 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-compliant with the applicable State or Federal OSHA requirements all costs necessary to bring the material into compliance shall be borne by the Contractor.
- D. Additional OWNER's safety programs, if applicable, are covered in the OWNER's Safety Manual.

4.15 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 threatened 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 the Contract Documents have been caused or are required as a result of the emergency. If the PROJECT ENGINEER determines that a change in the 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.

4.16 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 the 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.

4.17 Contractor's General Warranty and Guarantee

- A. CONTRACTOR warrants and guarantees to OWNER, PROJECT ENGINEER, and DESIGN ENGINEER that all Work shall be in accordance with the 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
 - a. Normal wear and tear under normal usage.
- B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the 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.

4.18 Indemnification

- A. In any and all claims against OWNER or DESIGN ENGINEER or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- B. The indemnification obligations of CONTRACTOR shall not extend to the liability of DESIGN ENGINEER and DESIGN ENGINEER's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Contract Documents; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

4.19 Access to Records

- A. CONTRACTOR and all Subcontractors shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under the 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 the 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 the 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 the Contract Documents, CONTRACTOR shall perform all work that may be required to properly integrate with other work. CONTRACTOR shall not endanger or alter any work of others without the expressed written consent of PROJECT ENGINEER. 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 and responsibilities and the limitations of authority of PROJECT ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and PROJECT ENGINEER. The assignment of any authority, duties, or responsibilities to PROJECT ENGINEER under the 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 the 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 the 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 the 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 give adequate notice to the PROJECT COORDINATOR of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the PROJECT ENGINEER. Such section tests or inspections shall be made in the presence of the PROJECT ENGINEER or his authorized representative, and it shall be the CONTRACTOR's responsibility to serve ample notice of such test.
5. The PROJECT COORDINATOR shall inspect the Work for the purposes of payment approval and monitoring 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 of the inspections by the PROJECT COORDINATOR or the PROJECT ENGINEER, the CONTRACTOR is responsible for performing and completing the Work in accordance with the 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 the 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, in coordination with the DESIGN ENGINEER (as the PROJECT ENGINEER deems necessary) 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 the 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 or 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 the Contract Documents shall be that of the former DESIGN ENGINEER.

6.06 Furnish Data

- A. OWNER shall furnish the data required of OWNER in accordance with the 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 the 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) days 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 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 Part12) shall be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the 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 the 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, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the 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 or of any Sub-contractor, any Supplier, or of any other individual or entity performing any of the Work.
- B. PROJECT ENGINEER and PROJECT COORDINATOR shall not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, 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 the 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 shall, at the PROJECT ENGINEER's discretion, 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 Engineer, its agents, officers, and employees neither DESIGN ENGINEER's authority or responsibility under the provisions of the 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 generally to the Contract Documents.
- B. DESIGN ENGINEER shall not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incidental thereto, 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 the 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 directly or indirectly 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 or owed 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 time to perform the change (deletions or additions) in the Work, OWNER and PROJECT ENGINEER may make a unilateral determination of the reasonable cost and 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 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 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 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 directed 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 the 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 the 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 OWNER'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 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
 - 2. If PROJECT ENGINEER does not issue a formal decision in writing within 30 calendar days a decision denying the Claim in its entirety shall be deemed to have been issued.
- 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; CASH ALLOWANCES; 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. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph.
 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 the 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 the 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 all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Contract Documents. 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 Cash Allowances

- A. It is understood that CONTRACTOR has included in the Price all allowances described in the Contract Documents and shall cause the Work covered to be performed for such sums as may be acceptable to OWNER. CONTRACTOR agrees that:
1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- B. Prior to final payment, an appropriate Change Order will be issued as recommended by PROJECT ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

9.03 Unit Price Work

- A. Where the 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.
- D. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with Part 8:
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; and

2. There is no corresponding adjustment with respect any other item of Work; and
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.

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

10.01 Change of Contract Price

- A. The 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 Price shall be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the 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 the 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 the 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.
- A. 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.
- B. The CONTRACTOR's total fee for overhead and profit shall not exceed 15% of the value of the additional work.
- C. No increase in 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. No extensions of Contract Time shall be granted for Inexcusable Delays, unless otherwise agreed to by OWNER.
- D. Except as otherwise provided herein CONTRACTOR shall not be entitled to recover damages due to delays of any type.
- E. 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 Section 01310 of these Contract Documents. CONTRACTOR shall demonstrate a reasonable 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. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts of neglect by OWNER, acts of neglect of utility owners or other contractors performing other work, fires, floods, epidemics, weather delays, or acts of God.

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 such delay shall be CONTRACTOR's sole remedy for such delay.

10.06 Delay Damages

- A. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to 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 work day, the PROJECT ENGINEER may, at their sole discretion, grant additional time so that the final completion date is a work 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 the 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 thereof; 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 as 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 authority. 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 in every respect with these Contract Documents.

11.06 Correction or Removal of Defective Work

- A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, 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 or 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 OWNER's standards. 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 the 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 the 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.

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 in accordance with Part 11. A within the time frame provided in the written notification, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other

provision of the Contract Documents, 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 or 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 the 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 because of any delay in the performance of the Work attributable to the exercise by OWNER of 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 sales tax paid and the County paid, for all materials consumed or to be consumed as part of the Work,
 - b) Affidavit E as required by the Disadvantaged Business Enterprise program, and
 - c) Copies of all invoices of materials claimed on the sales tax certificate.

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

- 3. There shall be no payment for stored materials.

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

1. It shall be the CONTRACTOR's responsibility to furnish the OWNER documentary evidence showing the material used, sales tax paid, and County paid (County of sale) by the CONTRACTOR and each of his Subcontractors. Such evidence shall be transmitted with each pay estimate.
2. The documentary evidence shall consist of a certified statement by the CONTRACTOR and each of his Subcontractors individually showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. The CONTRACTOR shall submit a certified statement with each pay request, for sales taxes paid during that pay request period. A certified form is required even if no sales tax was paid for pay request period.
3. Materials used from CONTRACTOR or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices and amount of County of Use Tax paid.
4. The CONTRACTOR shall not be required to certify the Subcontractor's statements but must obtain the Subcontractor's certification.
5. CONTRACTOR shall furnish to OWNER invoices or copies of invoices for all materials purchased for said work within pay request period, and such invoices shall state the amount of North Carolina Sales Tax paid for materials, etc.
6. CONTRACTOR shall not include any tax paid on supplies, tools, and equipment, which they use to perform their contracts and should include only those building materials, supplies, fixtures, and equipment which actually become a part of the Work.

C. Retainage

1. Any retainage shall be consistent with Section 6 of the Agreement.
2. The project shall be deemed 50% complete when the CONTRACTOR's gross project invoices, excluding the value of materials stored off-site, equals or exceeds 50% of the Price. Once the project is 50% complete and the above referenced conditions are met, 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 Price, until either the Contract is completed or the PROJECT ENGINEER deems it necessary to reinstate retainage.
3. If retainage is discontinued or reduced, the OWNER reserves the right to reinstate retainage up to the 5% level if the CONTRACTOR performs unsatisfactorily. Furthermore, 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 Price). 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 NCGS the PROJECT ENGINEER can, however, reinstate retainage if it has been determined the CONTRACTOR's performance is unsatisfactory. The PROJECT

ENGINEER can reinstate retainage for each subsequent pay estimate 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 the 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 the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Part 7, 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 the 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 moneys 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 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 enumerated in Part 13.

E. Payment Becomes Due

1. Ten (10) business days after presentation of the Application for Payment to OWNER with PROJECT ENGINEER's recommendation, the amount recommended will (subject to the provisions of this paragraph) become due, and when due 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 the Contract Documents or as authorized in writing by Project Engineer, and is a separately functioning and usable part of the Work that can be used 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 pipe 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 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 the 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, or 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 the 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 the 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 the 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. Thirty (30) calendar days after the presentation to OWNER of the Final Application for Payment the amount recommended by PROJECT ENGINEER will become due and, when due, 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. 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.
- B. 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.

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 the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents.
- B. A waiver of all Claims by CONTRACTOR against OWNER, other than those previously made in writing which are still unsettled.

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. 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 shall only be considered if the CONTRACTOR was delayed for a time period greater than twenty-four (24) hours.
- B. If OWNER stops work under 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 the 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 the 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 the 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. 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) exceeds the unpaid balance of the Contract, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by PROJECT ENGINEER and, when so approved, by PROJECT ENGINEER, incorporated in a Change Order. 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 moneys 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 acceptable Work executed in accordance with the 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 the 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; and
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 thirty (30) 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 thirty (30) 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 thereon. 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 Part 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. The 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 the 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 the 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 the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the 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 the Contract Documents, as well as all continuing obligations indicated in the 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 the 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 bona fide occupational qualification reasonably necessary to the normal operation of CONTRACTOR. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
 - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- B. CONTRACTOR will include the provisions of the foregoing Paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

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

**DIVISION 1
GENERAL REQUIREMENTS
01000 – SPECIAL CONDITIONS**

GENERAL

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

Unless otherwise noted, all items in these Special Conditions shall be considered incidental to the Work, and no additional payment will be made for costs associated with these items.

1. SUMMARY

This project consists of rehabilitating existing concrete, clay, cast iron, and other various sewer mains, utilizing a cured-in-place liner. Work shall include bypass pumping, pre-inspection of the mains to be lined, re-instatement of existing sewer laterals, cleaning the existing main, installation of the liner, post-inspection of the lined mains, and all other items necessary to provide a complete project.

The Contractor shall videotape the pre and post lining TV inspection, and shall furnish copies of the video inspection recording (in a standard digital video file format {mp4 or avi} and on a standard portable digital media {USB Flash Drive or USB Hard Disk Drive}) to the Fayetteville Public Works Commission for verification that the work was completed in accordance with these Contract Documents. Upon completion of the work, and prior to release of final payment, the Contractor shall provide the video recording of the pre and post inspection. Initial pre and post video recordings shall be supplied in a standard digital video file format (mp4 or avi) and supplied on standard portable digital media (USB Flash Drive or USB Hard Disk Drive) as approved by the Fayetteville Public Works Commission.

All work shall be done in accordance with the Fayetteville Public Works Commission technical standards, specifications, and standard contract terms.

2. ORDER OF PRECEDENCE

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:

1. Any addendum issued prior to the opening of Bids
2. Section 01000 – Special Conditions
3. Section 01025 – Measurement and Payment
4. Approved Contract Drawings
5. Fayetteville Public Works Commission Standard Details
6. Fayetteville Public Works Commission Technical Specifications
7. General Conditions of the Contract Documents

3. CUSTOMER SERVICE

The Contractor is expected to make every effort to reduce the impact of their operation to the Fayetteville Public Works Commission's operation and maintenance of the water and sewer system, and the affected customers within the project area. Full cooperation and coordination with the Fayetteville Public Works Commission personnel and customers is expected. It is expected that the Contractor will promptly respond to any concerns voiced by residents and/or the Fayetteville Public Works Commission personnel, and make every effort to resolve them immediately. Should the Contractor be unable to resolve the issue, the Contractor shall promptly notify the Fayetteville Public Works Commission. Such notification shall include the person's name, address, nature of complaint, and the Contractor's proposed remedy. Providing exemplary customer service shall be incidental to this Contract, and no additional payment will be made for this service.

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

The Contractor shall make every effort to minimize the impacts of their operation on the businesses and/or residents. The Contractor shall contact the business owners to determine the optimum time for conducting their operations. The Contractor shall schedule their operations to minimize the likelihood of equipment operating throughout the night and/or on weekends in residential areas. The Contractor shall remove their equipment from the yards of residents at the end of each work day. Equipment shall not be left in yards, overnight, or during weekends, unless the Contractor has specific written permission from the property owner.

The Contractor shall fully coordinate their operations and schedule with the Fayetteville Public Works Commission.

4. CUSTOMER NOTIFICATION

Whenever the customer's use of the sanitary sewer must be interrupted by the Work, the Contractor shall notify the customers a minimum of two (2) business days in advance of the interruption. This notification shall be accomplished with door hanger notification cards placed at the addresses of the affected customers. Customers shall be informed when service interruption takes place and the expected duration. The Contractor shall make every effort to minimize inconvenience to the public and customers.

Service interruptions to customers shall be limited to no more than eight (8) hours at any given time.

The notifications shall describe the work to be undertaken and approximate dates of the work. The notifications shall clearly indicate the dates and times of the work. The text of the notifications shall be approved by the Fayetteville Public Works Commission in advance. The Contractor shall notify the Fayetteville Public Works Commission Project Coordinator each time such notification is issued to the customers.

5. RESIDENT NOTIFICATION OF WORK

The Contractor shall not enter back yards, fenced areas, or areas that may be deemed private or personal – regardless of easements or rights of way held by the Fayetteville Public Works Commission – without consent from the property owner and the Fayetteville Public Works Commission Project Coordinator. The Contractor shall coordinate with the Fayetteville Public Works Commission Project Coordinator to notify residents a minimum of one (1) week in advance of the need to work in these areas.

If there are assigned areas that will require the Contractor to access areas that are deemed private or personal (regardless of easements or rights-of-way held by PWC), the Contractor shall coordinate with the PWC Design Engineer to issue letters to the affected property owners. Those notification letters will be prepared and issued by PWC. The Contractor shall coordinate with PWC so that the letters may be sent a minimum of 30 days before beginning any work in the area. The Contractor shall coordinate their schedule with PWC so that the information provided in the notification letters is as accurate as possible. Once the schedule has been established, the Contractor shall continually update PWC and the affected property owners of any changes to that schedule.

Communication and coordination with PWC and the property owners is an expectation of this Contract and will be used as a basis for determining if the Contract should be renewed. PWC prides itself on being customer oriented and it is the expectation that the Contractor will keep the customers (property owners) fully informed of their schedule.

6. WORKING TIMES

The Contractor shall limit their operations to Monday through Friday, between the times of 8:00 am and 6:00 pm, unless otherwise approved by the Fayetteville Public Works Commission. The Contractor shall plan their daily activities in order to ensure that all work is completed by 6:00 pm. This provision will be strictly enforced by the Fayetteville Public Works Commission.

No work is permitted on legal Holidays (to include holiday weekends). Legal holidays observed by the Fayetteville Public Works Commission include New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), and Christmas (2 days).

No work, unless otherwise required due to an emergency and authorized by the Fayetteville Public Works Commission, shall be performed on weekends or after hours without prior written approval from the Fayetteville Public Works Commission. Requests to work other than regular working hours must be submitted in writing to the Fayetteville Public Works Commission a minimum of two (2) full business days in advance in order to arrange for appropriate personnel to be at the site of the Work. Requests shall only be approved if the Fayetteville Public Works Commission determines that the work is necessary in order to meet the contract completion date. The written request shall include a proposed schedule for the work to be completed.

It is the intent of these Contract Documents that work will not be performed on weekends or after hours, unless necessary to accommodate traffic, utility owner operations, public convenience, etc. Should it be necessary to complete portions of the Work on weekends and/or after hours, the Contractor, Fayetteville Public Works Commission, and the utility owner will determine an acceptable schedule required for Work during such hours. The costs for such Work shall be considered incidental to the Project and no additional payment will be made. The Fayetteville Public Works Commission shall make the final determination as to whether working outside normal hours is necessary.

7. CLEANLINESS DURING CONSTRUCTION

The Contractor shall perform a daily clean-up of all dirt, debris, scrap materials and other disposable items resulting from the Contractor's operations, whether on-site or off-site. The Contractor shall remove all construction equipment, barricades, tools, surplus materials, etc. no longer required at the site. No open accumulation of refuse, surplus or scrap materials will be permitted. Failure of the Contractor to maintain a clean site will be basis for the Fayetteville Public Works Commission to issue a written notice of non-compliance with the Contract. Should that notice to correct not be complied with within twenty-four (24) hours, the Fayetteville Public Works Commission may authorize the cleanup to be performed by others and the costs shall be deducted from monies due the Contractor. The Contractor shall legally dispose off-site all waste materials and other excess materials resulting from the Work. No separate payment shall be made for maintaining a clean project site.

8. OFFICE FACILITIES

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

9. PROJECT SCHEDULE

The Contractor shall prepare an overall schedule for completing those areas that require bypass and access. This schedule shall be provided to PWC at the first progress meeting of each Contract Period, so that PWC and the Contractor can coordinate any notifications to property owners, traffic control issues, etc. This overall "master" schedule shall be updated and provided to PWC at each subsequent progress meeting.

Each week, the Contractor shall provide (via email) the Fayetteville Public Works Commission with their schedule for the upcoming week. The Contractor shall contact the Fayetteville Public Works Commission Project Coordinator on a daily basis, to confirm their schedule for that day. The Contractor shall immediately notify the Fayetteville Public Works Commission of any deviations to their schedule. Failure to notify the Fayetteville Public Works Commission of any deviations may result in payment being withheld.

The schedule shall outline the work planned for each day of the week, and shall include the following information (at a minimum):

- Date
- Time (day or night)
- Method of inversion (water, steam)
- Upstream and downstream manhole ID numbers (to include intermediate manholes)
- Number of services to reinstate
- Street name
- Pipe diameter
- Length of liner
- Any applicable comments

The weekly schedule can be in spreadsheet format or done in a scheduling software, such as Microsoft Project.

10. SUBCONTRACTORS

The cured-in-place lining operation shall be completed by the prime contractor utilizing its own equipment and labor forces. The lining superintendent shall be an employee of the prime contractor.

Second tier subcontractors shall not be allowed. Violation of this provision of the Contract may be deemed a breach of the Contract.

11. STORED MATERIALS

There will be no payment for stored materials on this project.

12. GUARANTEE

All work completed under these Contract Documents shall be guaranteed by the Contractor for a period of five (5) years from the date of final acceptance. During that period, all serious defects discovered in the work, as determined by the Fayetteville Public Works Commission, shall be removed and replaced in a satisfactory manner by the Contractor at no cost to the Fayetteville Public Works Commission. The Fayetteville Public Works Commission may conduct an independent television inspection, at their sole expense, of the lining work prior to the completion of the five (5) year guarantee period.

Should the Fayetteville Public Works Commission's television inspection determine that the liner is not in accordance with these Contract Documents; the Contractor shall mobilize and make all necessary repairs (including bypass, access, etc.) at no expense to the Fayetteville Public Works Commission. The Contractor will receive written notification from the Fayetteville Public Works Commission, and be allowed the chance to review the television inspection video. The Contractor shall respond to the Fayetteville Public Works Commission with a plan of action within 30 calendar days of receiving notification. Alternatively, the Fayetteville Public Works Commission reserves the right to contract with another party to complete the warranty work, at the sole expense of the Contractor.

13. DISCOVERY OF DEFECTS

The Contractor warrants and guarantees to the Fayetteville Public Works Commission, that all work will be in accordance with these Contract Documents, will not be defective, and that all materials and equipment used for the work are appropriate for the Project. The Fayetteville Public Works Commission shall provide prompt notice of all defects to Contractor upon discovery. All defective work, whether or not in place, may be rejected, corrected, or accepted, at the Fayetteville Public Works Commission's sole discretion.

The Fayetteville Public Works Commission reserves the right, should an error be discovered in the estimate or conclusive proof of defective work or materials used by or on the part of the Contractor be discovered either before or after the final payment has been made, to claim and remove by process of law such sum or sums as may be sufficient to correct the error or make good the defects in the work and materials.

14. BYPASS PUMPING

Bypass pumping shall be in accordance with Specification Section 02750 – Wastewater Flow Control and the following.

The Contractor shall schedule a coordination meeting with the Fayetteville Public Works Commission and other personnel (Contractor, bypass sub-contractor, etc.) a minimum of three (3) business days prior to starting the temporary bypass pumping system. The purpose of this coordination meeting is to ensure that the Contractor and their sub-contractors have a good understanding of the requirements and expectations of operating the temporary bypass pumping system, discuss contingency plans (to include protocols for emergency contacts), identify location(s) of pumps, verify necessary materials (repair sleeves, containment devices, etc.) are on-site and available, and any other items necessary to ensure that the Fayetteville Public Works Commission has confidence that the appropriate personnel can operate and maintain the temporary bypass pumping system. Should, for any reason, the Fayetteville Public Works Commission deem that the Contractor and/or their sub-contractor is not prepared to operate and maintain the temporary bypass pumping system, the temporary bypass pumping system shall not be started. The Contractor shall take all necessary steps to address any concerns to the satisfaction of the Fayetteville Public Works Commission. Upon completion of those actions, another coordination meeting shall be held, in order for the Fayetteville Public Works Commission to confirm that the Contractor and their sub-contractor is prepared to operate and maintain the temporary bypass pumping system. This process will be repeated until the Fayetteville Public Works Commission is satisfied that the Contractor and their sub-contractor are prepared to operate and maintain the temporary bypass pumping system.

15. INSPECTION

Inspection of the liner may be made by the Fayetteville Public Works Commission, or their authorized representative, at any time after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though the sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be marked for identification and promptly removed from the jobsite.

16. AVAILABILITY

The Contractor shall be capable of providing crews as needed to complete the work without undue delay and shall begin work within 15 calendar days from the written Notice to Proceed (NTP).

During the period when the Contractor is performing rehabilitation work, there may be instances where the Fayetteville Public Works Commission desires to have a short (less than 1,000 feet) section of sewer rehabilitated on an emergency basis. In the event of such an emergency (as defined by the Fayetteville Public Works Commission), the Contractor will receive written notification. The Contractor shall complete the work within 15 calendar days. Should it be determined that the Contractor cannot complete the work within 15 calendar days, the Contractor and Fayetteville Public Works Commission shall determine a mutually acceptable schedule for completing the emergency work.

17. PRECONSTRUCTION VIDEO

The Contractor shall complete a pre-construction video inspection of the project area, to document pre-existing conditions. The video shall be submitted to the Fayetteville Public Works Commission on a standard portable digital media as outlined in these Contract Documents. The intent of this video is to document the roadside and/or easement conditions, easement areas, the driveways, the condition of the curb and gutter, the condition of the mailboxes, retaining walls, fences and gates, any other resident installed improvements; and the condition of the sod. The Contractor shall include any easement areas, especially those passing through yards, driveways, etc. The video must identify the house number and the street name in the audio track and visually. The Contractor may also include any pre-existing conditions they want brought to the attention of the Fayetteville Public Works Commission Project

Engineer by including notes and time position on the index sheet. The Contractor can also include still pictures of the areas, for additional documentation. The video and any other accompanying data shall be submitted to the Fayetteville Public Works Commission Project Engineer before any work can commence. The Contractor shall furnish copies of the video inspection in a standard digital video file format (mp4 or avi) and on a standard portable digital media (USB Flash Drive or USB Hard Disk Drive) to the Fayetteville Public Works Commission

18. LIMITS OF CONSTRUCTION

The Contractor shall confine their rehabilitation operations (bypass, access, etc.) to the existing permanent easement (typically 20 feet, centered on the sewer main) or the existing street rights-of-way. The Contractor shall coordinate with the Fayetteville Public Works Commission to confirm the size and location of the existing permanent easement(s).

The Contractor may use additional area for staging, storage or other operations, provided that written permission is obtained from the property owner and all disturbed areas are restored to conditions equal to or better than existing.

19. STAGING AREAS

The Contractor shall be required to secure staging areas for storing materials, equipment, etc. All costs, such as rent, restoration, erosion control measures, and permit fees shall be the responsibility of the Contractor. The location and operation of the staging yard shall comply with all applicable Federal, State, and local regulations.

Proper measures, to include total secondary containment, shall be used for fuel storage and to prevent spillage.

All staging areas will be subject to inspection by the Fayetteville Public Works Commission, or agents thereof, for compliance with this section without prior notice. Any deficiencies will be documented by Fayetteville Public Works Commission and written notice will be given to the Contractor in accordance with these Contract Documents. The Contractor shall rectify any deficiencies in a reasonable time frame. Failure to do so will result in breach of contract.

20. AGREEMENTS WITH PROPERTY OWNERS

Any and all agreements between the Contractor and individual property owners for work (to include access for bypass pumping and/or piping), services, rent of staging areas, etc. located outside of any easements or public rights-of way shall not obligate the City of Fayetteville or the Fayetteville Public Works Commission in any manner. Prior to performing any work on private property, which could remotely infer the Contractor acting on behalf of the Fayetteville Public Works Commission, the Contractor shall furnish to the Fayetteville Public Works Commission a signed and witnessed statement executed by the property owner acknowledging that the City of Fayetteville and the Fayetteville Public Works Commission are not liable for any agreements between the property owner and the Contractor, and that the Contractor shall hold harmless and defend the City of Fayetteville and the Fayetteville Public Works Commission from all claims, damages, etc. Additionally, all agreements/actions by Subcontractors shall be the Contractor's responsibility to secure the property owner's agreement as described herein.

Prior to release of final payment, the Contractor shall obtain written releases from the property owners for satisfaction, completion, and restoration. Copies of those written releases shall be submitted to Fayetteville Public Works Commission with the final pay application.

The Contractor bears complete responsibility for any damage to private properties outside of the permanent easements and/or rights-of-way.

21. ACCESS

The Fayetteville Public Works Commission's sewer system spans a wide variety of terrain and soil conditions. Groundwater and soil conditions can vary from line segment to line segment (within streets and/or neighborhoods), area to area, and can vary depending on the season, and the amount of rainfall. Many sewer mains that are in need of rehabilitation are located in easement areas, where it may not be possible to drive a vehicle to the manhole. Additionally, many of the easement areas are in low-lying areas, with high groundwater tables and/or standing water.

The Contractor shall be responsible for constructing the necessary access needed to complete the project as outlined in these Contract Documents. The Contractor shall confine their access requirements to public rights-of-way or permanent easements, wherever possible. The Fayetteville Public Works Commission will provide assistance in attempting to gain permission to cross private property, in the event it is necessary. The Contractor shall coordinate with the Fayetteville Public Works Commission a minimum of two (2) weeks in advance, in order to gain such access.

Prior to completing any work on private property that is outside of a permanent easement, the Contractor shall obtain an agreement with that property owner. Further, the Contractor shall complete a pre-construction video inspection of the property. It is recommended that the pre-construction video document existing conditions of the areas adjacent to the proposed work area.

All access that is constructed on private property shall be removed and the property restored to existing or better condition than before construction commenced. The Contractor shall be responsible for obtaining a signed release from the affected property owner(s), stating that the property has been satisfactorily restored. Final payment shall not be released until all signed releases are obtained and submitted to the Fayetteville Public Works Commission.

Access constructed in permanent easements shall remain, unless otherwise instructed by the Fayetteville Public Works Commission.

The Fayetteville Public Works Commission shall be responsible for clearing the existing permanent easement right-of-way, should it be necessary. The Contractor shall provide the Fayetteville Public Works Commission with a minimum of two (2) weeks notice for any easement clearing.

22. GATE ACCESS

The Fayetteville Public Works Commission has several locations where gates and fences have been installed across permanent utility easements. The Contractor may utilize the gate(s) for access to the proposed sanitary sewer mains to be rehabilitated. The Contractor shall furnish their lock to facilitate access. The Contractor shall inter-lock their lock with the Fayetteville Public Works Commission lock, to ensure that either can gain access to the easement without the other being present. The gate shall be locked at the end of each workday, or whenever there is no activity in that area. The Contractor shall coordinate with the PWC Project Coordinator for inter-locking any gate(s).

23. MANHOLE COVERS

For all manholes in streets, the Contractor shall secure the covers to the rings to reduce rattling. The Contractor shall apply four (4) dollops of roofing tar to the frame, to eliminate the cover from rattling. The dollops shall be equally spaced around the frame to the ring utilizing four dollops approximately the size of a quarter, each spaced 90 degrees around the ring. The roofing tar shall be applied upon completion of the pre-rehabilitation cleaning and video inspection, as well as upon completion of the post-rehabilitation inspection. The Fayetteville Public Works Commission Project Coordinator shall verify that the manholes are properly sealed and do not rattle. The cost for this work is considered incidental, and no separate payment will be made.

For manholes located in easement areas, the Contractor shall secure the covers at all times. For those manholes that are water-tight with a locking ring and cover (cam-lock), those manholes shall be locked whenever the Contractor leaves that particular manhole. **In no circumstance shall a manhole cover be left uncovered and/or unlocked when the Contractor leaves the site.**

Contractors shall ensure that their subcontractors are aware of and in compliance with these requirements.

This provision will be strictly enforced by the Fayetteville Public Works Commission.

In the event that a manhole cover does not seat and/or lock properly, the Contractor shall immediately notify the Fayetteville Public Works Commission Project Coordinator.

24. COORDINATION WITH OTHER REHABILITATION CONTRACTOR(S)

The Fayetteville Public Works Commission is currently in the process of selecting contractors to rehabilitate various manholes and sanitary sewer laterals throughout PWC's system. Occasionally, the Fayetteville Public Works Commission will assign manholes and/or laterals to be rehabilitated that are on the same section of sewer mains that are being rehabilitated by the Contractor. In most cases, these are larger diameter sewer mains, which are usually placed on a temporary bypass system in order to rehabilitate the sewer mains. The Contractor shall coordinate their operations and schedule with the Fayetteville Public Works Commission and the sewer manhole and/or lateral contractor(s), in order to minimize the amount of time the temporary bypass system is running, and to not delay the sewer manhole and/or lateral rehabilitation contractor(s) from completing their work in a timely manner.

Typically, the other rehabilitation contractors will complete preparation of the manholes (cleaning and cement lining) and/or laterals (cleaning and measurement) prior to the Contractor completing the initial sewer main cleaning and inspection. The Contractor shall take all necessary precautions to prevent damage to any work that the other rehabilitation contractor(s) have performed.

It is expected that the Contractor will work cooperatively with other rehabilitation contractor(s), without necessarily involving the Fayetteville Public Works Commission staff for every decision. Once the contractor(s) have been selected for the sewer manhole and lateral rehabilitation projects all necessary contact information will be provided to the Contractor for coordination efforts.

25. COORDINATION OF WORK

The Contractor shall maintain unobstructed access to all areas for other contractors at all times. The Contractor will be required to conduct his operations in a manner that will not interfere with or damage work that is being performed by others. The Contractor shall keep other contractors informed of any

necessary operations or activities that may interfere with their work. The Contractor shall plan, schedule, and coordinate his operations in a manner which will facilitate the simultaneous progress of work in adjacent areas and any additional work being performed by others on or adjacent to the site.

Any conflicts or interference that cannot be resolved through direct communication with other contractors working on the site shall immediately be brought to the Fayetteville Public Works Commission Project Coordinator's attention for resolution. The Fayetteville Public Works Commission Project Engineer's decisions regarding resolution of conflicts between contractors shall be final and binding on all parties. The Contractor shall not claim extra compensation for delays or hindrances caused by other contractors unless such delays or hindrances are clear violations of prior coordination agreements.

26. CONCRETE PIPE

During the course of this project, the Contractor may be assigned the rehabilitation of concrete sewer mains. The Contractor shall assume that any concrete sewer main is in poor condition and subject to damage and/or failure at any time during their rehabilitation efforts. The Contractor shall take all necessary precautions to prevent damage to the concrete sewer mains. The Contractor should use caution during their cleaning operation and should consider the use of flushing the mains, in lieu of jetting, for cleaning. Any damage to concrete sewer mains resulting from the Contractor's operation shall be the Contractor's responsibility to repair/replace prior to installing the liner. All repairs shall be in accordance with the Fayetteville Public Works Commission's standards.

27. REINSTATEMENT OF SEWER SERVICE LATERALS

It is the intent of these Contract Documents to reinstate those existing, active service laterals. It is the Contractor's responsibility to screen the pre-rehabilitation inspection to determine if there are any laterals that may not be active. The Contractor shall coordinate with the Fayetteville Public Works Commission to determine if there are any existing services that do not need to be reinstated. Those laterals not reinstated shall be clearly noted on the post-rehabilitation log sheet and a copy provided to the Fayetteville Public Works Commission.

In some cases, the Fayetteville Public Works Commission may conduct their own investigation and determine which sewer service laterals should be reinstated and those that should be abandoned. The Fayetteville Public Works Commission will provide that documentation to the Contractor, in order to correctly reinstate and abandon services. Should the Contractor reinstate a service that was to be abandoned, the Contractor shall install a patch over the reinstated service. All costs related to installing a patch shall be the responsibility of the Contractor.

In the case where the Fayetteville Public Works Commission instructs the Contractor to abandon a sewer service and it is determined that the sewer service is active, the Contractor shall immediately mobilize and reinstate the service. Payment for this work shall be made at the applicable Contract unit price.

There may be situations where the Fayetteville Public Works Commission discovers that an existing (typically either HDPE or PVC fold and form) liner in a sewer main has shifted, which causes one or more laterals to be fully or partially blocked. When such instances occur, the Fayetteville Public Works Commission will notify the Contractor, and provide details of the situation, and the timeframe required to reinstate the blocked services. The Contractor shall mobilize as directed by the Fayetteville Public Works Commission, and trim the existing liner, to allow the sewer service to flow freely. Typically,

these situations occur on either eight (8) or 12 inch sewer mains. Payment for this work will be made under the applicable unit price in the Bid Proposal.

28. HYDROPHILIC END SEALS

For all segments to be rehabilitated, the Contractor shall seal the ends of the liner, *regardless of size*, at each manhole, to eliminate any water infiltration between the liner and the host pipe. Sealing shall be accomplished by utilizing a hydrophilic end seal sleeve, providing a full circle compression seal at the ends of the liner. The hydrophilic end seal sleeve shall be installed within the host pipe immediately prior to the installation of the liner. The hydrophilic end seal sleeve shall be as specified in Section 02780 – Cured-In-Place Pipe Liner and these Contract Documents. The post-installation video inspection shall document that the end seals have been installed, and no infiltration is occurring.

29. CONTINUOUS TEMPERATURE MONITORING

The Contractor shall monitor the cure temperature continuously along the full length of the liner, on all liners installed in sewer mains 24-inches in diameter and larger. The temperature measurement probes shall be installed prior to the liner installation, utilizing a jetter or crawler. Upon completion of the cure, the ends are cut with the liner ends. Upon project completion, the Contractor shall furnish the Fayetteville Public Works Commission data verifying that the proper cure temperature and time (to include cool down) has been met. The temperature monitoring system shall be installed in accordance with the manufacturer's instructions, and as outlined in these Contract Documents. The temperature monitoring system shall be as specified in Section 02780 – Cured-In-Place Pipe Liner and these Contract Documents.

30. PROTECTION OF SANITARY SEWER SYSTEM

The Contractor shall take all necessary precaution to guard against any or all damage to existing structures, pipe lines, and equipment of the Fayetteville Public Works Commission. Any damage to existing structures, pipe lines, or equipment resulting from the Contractor's operations shall be the Contractor's responsibility to repair/replace prior to proceeding with the rehabilitation work. All repairs shall be in accordance with the Fayetteville Public Works Commission standards.

The Contractor shall prevent debris and other items from their rehabilitation efforts from entering the sewer system. Damage to Fayetteville Public Works Commission facilities resulting from the Contractor's failure to control debris and/or other items related to their operation shall be the sole responsibility of the Contractor.

In the event any debris or other item from their operation enters the sewer system, the Contractor shall immediately contact the Fayetteville Public Works Commission. The Contractor shall then commence efforts to capture that debris at the downstream manholes. The Contractor shall continue to search for and recover any debris until either all debris is captured or instructed otherwise by the Fayetteville Public Works Commission. Any costs incurred by the Fayetteville Public Works Commission to help search for and/or retrieve the debris shall be the responsibility of the Contractor.

31. SANITARY SEWER FLOW MONITORS

The Fayetteville Public Works Commission maintains a network of 44 permanent flow monitors within the sanitary sewer system. In addition to the permanent flow monitors, the Fayetteville Public Works Commission may have several temporary flow monitors installed in various areas of the sanitary sewer system. In the event the Contractor encounters this equipment, they shall immediately contact the

Fayetteville Public Works Commission Project Coordinator. The Fayetteville Public Works Commission will be responsible for the removal and reinstallation of the flow monitor equipment. Any damage to the flow monitor equipment resulting from the Contractor's operation shall be the responsibility of the Contractor.

32. LIFT STATION OPERATIONS

There may be several sewer mains included in this Contract that receive force main discharges. The Contractor shall visit those manholes to verify the need for any coordination regarding operation of the lift station. Any concerns regarding lift station operations and the ability to complete the work as described in these Contract Documents shall be discussed with the Fayetteville Public Works Commission a minimum of two (2) weeks prior to commencing work on those manholes. The Fayetteville Public Works Commission and Contractor shall coordinate as necessary to operate the lift stations so that the Contractor can complete the rehabilitation work.

33. REPLACEMENT OF FENCING

The Contractor is to replace any fencing disturbed as part of their operations for the work described within these Contract Documents. Fence re-setting is considered incidental to the operation, and no additional payment will be made for this work. In addition, if temporary fencing is requested by a property owner, the Contractor shall provide such fencing as necessary, at no additional cost to the Fayetteville Public Works Commission. Fences shall be removed, properly stored and replaced, using new items as required, to restore the item to the original condition or better.

It is noted that private fences may be located across or on the utility easement. It is expected that the Contractor will fully scope the proposed project area(s) prior to commencing work, in order to conduct the work with minimal disruption and fence removal. The Contractor shall have the primary responsibility to coordinate access across private property.

34. REPLACEMENT OF MANHOLES

The Contractor shall be responsible for the removal and replacement of any manhole cones and/or riser sections necessary to access the sewer mains. The Contractor shall take all necessary precautions to prevent damage to the manhole and cone. In some cases, the manhole may have been previously rehabilitated. The Contractor shall carefully sawcut the existing liner prior to removing the cone. The Contractor shall take all necessary precautions to minimize damage to the existing liner. The Fayetteville Public Works Commission will be responsible for making repairs to the liner upon completion of the project.

The Contractor shall be responsible for repairing or replacing any damage, in accordance with Fayetteville Public Works Commission standards, at no additional cost. Replacement of the cones and/or riser sections shall be in accordance with Fayetteville Public Works Commission standards. The finished manholes shall be watertight.

It is recommended that the Contractor document the existing condition of the manhole prior to performing any work. It is also recommended that a representative of the Fayetteville Public Works Commission be present at the time of documenting the existing conditions.

35. EROSION AND SEDIMENTATION CONTROL

The provisions of Chapter 139, North Carolina General Statutes, as amended, shall be applicable to this project. The Contractor shall progressively adjust and/or add erosion control measures to complement their type of construction to prevent erosion and the transmittal of silt. All necessary erosion control measures shall be installed prior to any work. The installed erosion control measures shall remain serviceable until the site is restored and stabilized. Upon such time (which may be after completion of the project), the Contractor shall remove all temporary measures.

All fees, penalties, fines for non-compliance and all civil actions resulting there from shall be the Contractor's responsibility and shall in no way involve the Fayetteville Public Works Commission. The Contractor shall immediately notify the Fayetteville Public Works Commission of any fine, penalty, or notice of non-compliance by the North Carolina Department of Environmental Quality (NCDEQ). The Contractor may be required to modify or supplement the measures at no additional cost to the Fayetteville Public Works Commission.

In addition to installing and maintaining the appropriate erosion control devices, the Contractor shall maintain a neat and clean jobsite. The Contractor shall take the necessary measures to minimize dust, ensure the streets are clean and free of debris, and other measures as required. The Contractor shall maintain the proper erosion control devices to ensure against erosion. The Contractor shall ensure that the catch basin and inlet protection devices are free of dirt and debris.

Permanent and temporary erosion control measures proposed by the Contractor for staging areas, haul roads, bypass lines, etc. shall be at the Contractor's expense and shall not constitute additional compensation.

36. RAILROAD ENCROACHMENT

Future work for this project may be within the rights-of-way of the various railroad companies in Cumberland County. The railroad companies in Cumberland County are as follows: CSX Transportation, Inc., Norfolk Southern Railway, and Aberdeen & Rockfish Railroad Company. No work shall be undertaken within the railroad rights-of-way until an encroachment agreement has been approved. The Fayetteville Public Works Commission will make the submission to the necessary Railroad Company for any encroachments. It is anticipated that a provision of the encroachment will be for the Contractor to furnish proof of Railroad Protective Liability (RPL) insurance.

The Fayetteville Public Works Commission will be responsible for submitting any encroachments to the Railroad Companies. The encroachment package cannot be submitted until the Contractor submits their certificate of RPL insurance coverage. The Contractor shall submit the entire original policy or binder with endorsement as proof of RPL to the Fayetteville Public Works Commission. Failure to submit the required insurance in a timely manner shall not be the basis for any extensions of Contract Time. The Fayetteville Public Works Commission will reimburse the Contractor for the cost of the RPL insurance, based on the actual invoice from the Contractor's insurance provider. The Fayetteville Public Works Commission will not pay for any mark-up to the cost of the insurance.

The following are the anticipated insurance requirements for CSX Transportation:

- RPL - \$5,000,000 per occurrence and \$10,000,0000 aggregate
- Statutory Worker's Compensation – not less than \$1,000,000
- Commercial General Liability – not less than \$5,000,000 and name CSX Transportation as an additional insured

- Business Automotive Liability – not less than \$1,000,000 combined single limit.

The following are the anticipated insurance requirements for Norfolk Southern Railway:

- RPL - \$2,000,000 per occurrence and \$6,000,000 aggregate
- Commercial General Liability – not less than \$1,000,000 and name Norfolk Southern Railway as an additional insured

The following are the anticipated insurance requirements for Aberdeen & Rockfish Railroad:

- RPL - \$2,000,000 per occurrence and \$6,000,000 aggregate
- Commercial General Liability – not less than \$2,000,000 and name Aberdeen & Rockfish Railroad Company as an additional insured.

It is anticipated that the Railroad Company will require a flagger to be present during **all** operations within the railroad rights-of-way, to include installation and removal of the bypass system (if applicable), installation of the sewer lining, and maintenance of the bypass system. The Contractor shall be responsible for coordinating with the Fayetteville Public Works Commission and Railroad Company to ensure that a flagger is present for all operations within the railroad rights-of-way.

The Contractor shall coordinate their proposed work with the Fayetteville Public Works Commission, in order to get a flagger scheduled. Bidders are hereby notified that scheduling a flagger could take 30 calendar days or more, depending on the Railroad Company's schedule. Therefore, the Contractor shall notify the Fayetteville Public Works Commission in a timely manner to schedule a flagger, so as not to delay the project. Failure of the Contractor to properly coordinate their schedule with the Fayetteville Public Works Commission shall not be the basis for any extensions of Contract Time or additional compensation. Once the flagger has been scheduled by the Fayetteville Public Works Commission, the Contractor shall adjust their operations as necessary to minimize the amount of time working within the railroad rights-of-way. Further, the Contractor shall adjust their operations to accommodate the schedule of the flagger, at no additional cost to the Fayetteville Public Works Commission.

The Fayetteville Public Works Commission shall be responsible for payment to Railroad Company for the flagging operation.

It is noted that the Railroad Company may require a thicker liner than what is specified in these Contract Documents. If that is required, the Contractor shall submit a cost proposal to the Fayetteville Public Works Commission for the thicker liner. The cost proposal shall be submitted in accordance with these Contract Documents.

37. EQUIPMENT

The Contractor shall be equipped with equipment perfectly adaptable for the type of construction required; excavation and liner handling machines shall be of sufficient capacity to handle the work in an expeditious and safe manner. The Fayetteville Public Works Commission reserves the right to deny the use of inadequate equipment or of equipment not capable of performing the work in an acceptable manner.

With respect to the foregoing, it is the intent of the Fayetteville Public Works Commission to require that the Contractor be equipped to perform the work shown and specified, expeditiously and in accordance with the best modern practice.

38. PERMITS

It is anticipated that no permits will be required to complete the work. However, this shall not relieve the Contractor from coordinating as necessary with the appropriate agency, especially in regards to traffic control. Should it be determined that a North Carolina Department of Transportation (NCDOT) encroachment is required, the Contractor shall promptly notify the Fayetteville Public Works Commission. The Fayetteville Public Works Commission and Contractor will coordinate as necessary to prepare the encroachment. The Fayetteville Public Works Commission shall be responsible for submitting the encroachment to NCDOT. The Contractor shall adhere to all requirements of the approved encroachment.

Bidders are hereby notified that obtaining a NCDOT encroachment could take 60 to 90 calendar days or more. Therefore, the Contractor shall notify the Fayetteville Public Works Commission in a timely manner to coordinate submission of an encroachment, so as not to delay the project. Failure of the Contractor to properly coordinate their schedule with the Fayetteville Public Works Commission shall not be the basis for any extensions of Contract Time or additional compensation.

In the event it is necessary to perform an excavation in a City of Fayetteville owned street, an Excavation Permit will need to be submitted. The Fayetteville Public Works Commission will furnish the permit application to the Contractor to complete. The Contractor shall return the completed application to the Fayetteville Public Works Commission, who will be responsible for submitting it to the City of Fayetteville. The Contractor shall keep a copy of the approved permit at the jobsite, and shall make it available to City of Fayetteville personnel. The Fayetteville Public Works Commission shall be responsible for paying any fees associated with the Excavation Permit.

39. POINT REPAIRS

If the Contractor's closed circuit television (CCTV) inspections prior to lining indicate offset joints, missing pipe, or other obstructions that prevent the installation of the liner, the Contractor shall immediately notify the Fayetteville Public Works Commission. The Contractor shall provide a copy of the CCTV inspection to the Fayetteville Public Works Commission for their review, and discuss repair options and schedule. The Contractor shall adjust their schedule accordingly, in order to allow the Fayetteville Public Works Commission time to complete the necessary repair(s).

The Fayetteville Public Works Commission shall be responsible for completing point repairs necessary to complete the lining. The Fayetteville Public Works Commission reserves the right to remove the affected segment from the Contractor's scope of work, should it be in the best interest of the Fayetteville Public Works Commission.

Any repairs necessary due to failed or improperly installed liner shall be made at the Contractor's expense. The Contractor shall coordinate such repairs, and ensure that the repairs are in accordance with Fayetteville Public Works Commission standards. Should the Fayetteville Public Works Commission complete the repairs, the cost of such repairs will be billed to the Contractor or deducted from their monthly pay application. Upon completion of the point repair, the Fayetteville Public Works Commission may require the Contractor install a cured-in-place liner over the completed point repair, to ensure the structural integrity of the sewer main. Installation of the cured-in-place liner shall be at no additional cost to the Fayetteville Public Works Commission.

40. RESTORATION

Upon completion of an assigned area, the project location shall be immediately cleaned up and grounds restored to the conditions that existed prior to commencing work. Restoration includes, but is not limited to, seeding, mulching, placement of sod, replacement of fences, and patch paving. All restoration work shall be completed within 30 calendar days of lining completion. Failure to complete the restoration work in a timely manner may result in the Fayetteville Public Works Commission withholding payment.

For those areas outside the project limits, the Contractor shall be responsible for installing sod in all disturbed areas, unless otherwise noted on the plans, and for the full replacement of any driveways disturbed as part of their operations. In those areas where an established stand of grass is disturbed due to the rehabilitation activities, the Contractor shall restore that area with sod. All other non-paved areas shall be seeded and mulched. Should the Contractor have questions regarding the required restoration, the Contractor shall coordinate with the Fayetteville Public Works Commission Project Coordinator.

The Contractor shall repair any damage to streets in accordance with the requirements of the appropriate agency (City of Fayetteville, Town of Hope Mills, or NCDOT). The City of Fayetteville has specific requirements for asphalt restoration, depending on the size and location of the excavation. The Contractor shall coordinate with the City of Fayetteville prior to any asphalt restoration, to ensure compliance with the City's requirements.

Surplus liner material, tools, and temporary structures shall be removed within 7 calendar days of completing the liner by the Contractor. All dirt, rubbish, and other debris from the operation shall be removed and legally disposed of by the Contractor, at no additional cost to the Fayetteville Public Works Commission.

41. COLLATERAL DAMAGE

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

The Contractor shall not encroach beyond the limits of the Fayetteville Public Works Commission's property or rights-of-way. The Contractor shall be solely responsible for any damage to property resulting from failing to locate the limits of the Fayetteville Public Works Commission's property or rights-of-way prior to beginning construction.

42. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

43. EXISTING CONDITIONS

The Fayetteville Public Works Commission cannot guarantee that all of the sewer mains scheduled for rehabilitation have been cleaned and inspected prior to assigning them to the Contractor. If the sewer mains have been previously inspected by the Fayetteville Public Works Commission, copies of those inspections and/or videos can be made available for viewing upon request from the Contractor. The Contractor shall schedule an appointment to view the information. It shall be the Contractor's responsibility to confirm any information provided by the Fayetteville Public Works Commission. The Fayetteville Public Works Commission assumes no liability for the information provided.

44. MATERIALS

All materials to be utilized are to be in new condition. Materials are to be stored in strict accordance with the manufacturer's directions. Materials are to be of the type and brand specified within these Contract Documents. **No alternative or substitute materials shall be considered prior to award of the Contract.**

The Contractor shall submit all requests to utilize materials other than specified to the Fayetteville Public Works Commission for review. The Contractor shall be responsible for providing all required documentation necessary for the Fayetteville Public Works Commission to review and make a determination if the substitute material meets the required specification. All information shall be submitted in accordance with Section 01300 – Submittals.

The Contractor will be responsible for providing documented proof that the proposed substitution has a proven record of performance when used in the intended application as confirmed by actual field test(s) or by successful installations. The Fayetteville Public Works Commission reserves the right to reject any such proposed changes or substitutions at their sole discretion, and is under no obligation to justify their decision.

45. WARRANTY AGAINST LICENSE AGREEMENTS

The Contractor shall warrant to the Fayetteville Public Works Commission that the equipment used on this Contract, where covered by patents or license agreements, is furnished in accordance with such agreements and that the prices included herein cover all applicable royalties and fees in accordance with such license agreements. The Contractor shall defend, indemnify, and hold the Fayetteville Public Works Commission harmless from and against any and all costs, loss, damage, or expense arising out of or in any way connected with any claim of infringement of patent, trademark, or violation of license agreement.

46. TRAFFIC CONTROL

Traffic control measures shall be in accordance with Specification Section 02500 – Traffic Control, and the following requirements. The Contractor shall provide any and all traffic safety measures as required to satisfy local, state, and federal highway requirements. The Contractor working in public rights-of-way on streets open to vehicular traffic shall be required to temporarily maintain traffic control devices to reduce unnecessary congestion and unsafe traffic conditions.

The Contractor shall be liable for any damages resulting from his negligence in using adequate work zone traffic control. Furthermore, the Fayetteville Public Works Commission reserves the right to stop any work for non-compliance.

The Contractor shall coordinate his activities so as to minimize disruption of traffic and inconvenience to residents and the general public. All such traffic control devices, traffic patterns and road closures shall be approved by the Town of Hope Mills, the City of Fayetteville and/or NCDOT.

The point of contact for the City of Fayetteville, NCDOT, and the Town of Hope Mills are:

Ramon Melendez (City): (910) 433-1090
Troy Baker (NCDOT): (910) 364-0601
Ira Petersen (Hope Mills): (910) 429-3383

Failure to provide and maintain adequate traffic control devices may result in the Fayetteville Public Works Commission's refusal to make payment until corrective measures are in place.

Improper signage and traffic control devices will not be allowed. The City of Fayetteville, NCDOT, the Town of Hope Mills, and/or the Fayetteville Public Works Commission reserves the right relocate and/or remove such non-conforming signs and devices, setup proper signage to ensure public safety and deduct all costs for these items which may be incurred by the Fayetteville Public Works Commission. The Contractor shall make no claim for such work performed.

No work on the individual streets shall start until all the traffic control devices required for the particular work activity have been installed in accordance with the approved traffic control plan.

47. CONFINED SPACE

Prior to entering manholes or other areas that are defined as confined spaces, the Contractor shall follow all requirements and procedures as outlined by the Occupational Safety and Health Administration's (OSHA) Confined Space Entry requirements. A confined space entry program shall be included as part of the Contractor's Safety Plan.

48. DISPOSAL OF DEBRIS

Debris collected by the Contractor's cleaning efforts can be disposed of at the Fayetteville Public Works Commission's Rockfish Creek Water Reclamation Facility (WRF). The Fayetteville Public Works Commission will be responsible for the debris once it is received at the Rockfish Creek WRF. The Rockfish Creek WRF is located at the end of Tracy Hall Road, near the intersection of Old Wilmington Road and NC Highway 87. The Contractor shall bear all costs for transporting the debris to the disposal site.

The Contractor shall take all necessary precautions to prevent debris and other items related to their rehabilitation efforts from entering the sewer system.

49. EXCAVATION

The Contractor shall be responsible for utilizing all measures necessary to comply with the applicable OSHA regulations.

Before excavating, the Contractor shall contact the NC One-Call Center for the location of existing utilities within the project area. Costs of utility repairs, temporary service and other costs resulting from damage to or interruption of utilities, resulting from operations under this contract, shall be done by Contractor at no additional cost to the Fayetteville Public Works Commission.

Prior to excavation, the Contractor shall sawcut and remove asphalt or concrete pavement within the limits of allowable trench width. Where the excavation is within grassed easement areas, the Contractor shall take care to minimize disturbance and/or removal of trees, shrubs, bushes, etc.

50. PROTECTION OF PROPERTY

The Contractor shall carefully protect from disturbance or damage all private property and property corners. When any damage or injury is done to public or private property, by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof on the part of the Contractor, the Contractor shall restore, at no cost to the Fayetteville Public Works Commission, such property to a condition equal or better to that existed prior to construction, or the Contractor shall make good damage or injury in an acceptable manner.

The Contractor shall solely be responsible for damage to property outside the limits of the Work. Any and all additional access rights-of-way shall be the responsibility of the Contractor. The Contractor shall be liable for all damages resulting from access usage.

Upon request from the property owner, the Contractor shall remove and set aside those plantings identified by the property owner. All plantings to be salvaged shall be placed at the edge of the existing easement. It will be the property owner's responsibility to re-plant those items saved.

The Contractor shall take all necessary measures to protect property within the existing easement during all phases of his activities. Tree branches and ornamental shrubbery shall be temporarily tied back to avoid damage. Damage to trees shall be trimmed and treated with a tree dressing.

51. PRE-CONSTRUCTION CONFERENCE

There will be a Pre-Construction conference following the issuance of Notice of Award. The Fayetteville Public Works Commission 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:

- a. Contractor's responsible person and contact information
- b. Emergency contact information
- c. Submittal schedule and requirements
- d. Contract requirements
- e. Safety
- f. Access and/or Coordination issues
- g. Notice to Proceed
- h. Project schedule
- i. Sales Tax Certificate
- j. Applications for Payment
- k. Warranty requirements
- l. Site restoration and clean-up

52. MONTHLY PROGRESS MEETINGS

The Contractor and Fayetteville Public Works Commission Project Engineer shall mutually establish a regular time to meet on a monthly basis, for the duration of the project. The meetings shall be held at the Fayetteville Public Works Commission complex at 955 Old Wilmington Road, and will generally last about an hour. The Contractor's superintendent or designated representative shall attend these

meetings. The Contractor's representative shall be knowledgeable of the project, issues that need to be addressed, and be able to make binding decisions for the Contractor.

The purpose of the meeting is to discuss various project related items, including, but not limited to: safety concerns, overall project status and schedule, the Contractor's schedule for the upcoming month, issues that the Contractor and/or Fayetteville Public Works Commission Project Engineer need to address, viewing of pre and/or post lining videos, and any proposed or potential change orders.

The cost for the Contractor's representative to attend the monthly meetings shall be included in the unit prices bid.

53. BULK WATER USAGE

The Fayetteville Public Works Commission will allow the Contractor to use water from its existing water system. The Contractor shall utilize proper backflow prevention devices when obtaining water from the Fayetteville Public Works Commission's system. The Contractor shall contact the Fayetteville Public Works Commission's Environmental System Protection Department at 910-223-4699 to determine the required backflow prevention devices, and to obtain a bulk water permit. The bulk water permit is an annual permit, and must be kept current throughout the duration of this Contract. The Contractor shall be responsible for the annual permit fee. The Contractor shall provide documentation on the amount of water used for their operations, and provide a monthly statement to the Fayetteville Public Works Commission.

54. EMERGENCY RESPONSE

In the event an emergency occurs, the Contractor shall immediately notify the Fayetteville Public Works Commission's Project Coordinator and Project Engineer, and immediately commence repairs. If the Contractor is unable to contact the Fayetteville Public Works Commission's Project Coordinator and Project Engineer, the Contractor shall immediately contact the Fayetteville Public Works Commission Dispatcher (910-678-7400).

The Contractor shall have personnel available to respond and perform emergency work immediately. It is the Contractor's responsibility to immediately respond to any emergency. The Contractor shall immediately notify the Fayetteville Public Works Commission if their crews are unable to perform the emergency work or if assistance will be required from the Fayetteville Public Works Commission. Any work completed by the Fayetteville Public Works Commission may be billed to the Contractor.

The Contractor shall maintain a crew capable of performing emergency maintenance work 24 hours a day, seven (7) days a week, including all holidays. The Contractor shall provide phone numbers for at least three (3) individuals in responsible charge (capable of making company binding decisions) to be available 24 hours a day, seven (7) days a week, including holidays. The emergency phone numbers and responsible individual's names shall be furnished to the Fayetteville Public Works Commission.

55. SUBMITTALS

The Contractor shall provide submittal information as outlined in Section 01300 – Submittals, and as outlined below.

The Contractor shall not perform any portion of the Work requiring submittal and review until the respective submittal has been approved by the Fayetteville Public Works Commission. Work performed prior to review and acceptance shall be at the Contractor's risk.

The Contractor shall submit the following information to the Fayetteville Public Works Commission prior to commencing the first section of work. Unless the Contractor proposes to install a different type of lining system, changes the installation process or deviates in any way from the initial submission, submittals are not required prior to starting work on each task order.

The Contractor shall submit to the Fayetteville Public Works Commission one (1) set electronically (as an Adobe pdf) of all required submittal data for review and approval. The Contractor shall furnish, prior to use of the materials, satisfactory written certification of his compliance with the manufacturer's standards for all materials, conformance with the methods of the manufacturer, and accordance with all standards specified and referenced within these specifications.

The Contractor shall provide submittals on the following:

- A sample door hanger, notifying the residents of the project and those times that the resident may not have sewer service.
- ISO certification from the lining manufacturer, wet-out facility, and installer.
- Documentation that the liner manufacturer and wet-out facility have consistently produced materials of satisfactory quality and performance for a minimum of five (5) years.
- Proposed resin material, including SDS.
- Resin calculations showing the design volume of resin to be used, and records indicating the actual amount injected into each liner batch.
- Written certification from the resin manufacturer that the proposed resin material is compatible with the proposed application. The certification shall also include information on the minimum cure time and curing temperature.
- Certification of the lining operator and project supervisor.
- Contractor's safety plan, including confined space program.
- Identification of the proposed project superintendent and representative authorized to act on behalf of the Contractor.
- Bypass Pumping (area specific) – as outlined in Section 02750 of these Contract Documents.
- Performance warranty for the proposed liner.
- Contractor personnel emergency contact information.
- Method of liner insertion, rate of insertion, method of curing the liner, cure schedule, liner size, thickness calculations (for each size liner listed in the Bid Form), and assumptions used as the basis for calculations for review by the Fayetteville Public Works Commission prior to the start of work. All calculations shall be signed and sealed by a Registered Professional Engineer.
- Proposed method and material to seal the ends of the liner.
- Proposed system for continuous temperature monitoring of liners 24-inches and larger.

The Contractor shall provide submittals on all lining materials and resins and shall furnish the manufacturers' certifications that all of the lining materials are in compliance with the specifications, codes, and standards referenced in these Contract Documents. The submittals shall include installation instructions and details of all component materials and construction methods. The Contractor shall also provide the liner tube manufacturer's certifications, field measurements, and pipe sizing calculations, which demonstrate that the liner tube has been properly sized to avoid the creation of wrinkles or folds.

All information contained within the submittals shall be in accordance with these Contract Documents. Facsimile (fax) copies of the submittals or re-submittals will not be acceptable.

The Fayetteville Public Works Commission shall review and approve, disapprove, or approve with comment the submittal within 10 business days of receipt. All notifications on the submittals will be provided to the Contractor in writing. The Fayetteville Public Works Commission shall return one (1) copy electronically (as an Adobe pdf) of the submittals to the Contractor.

The Fayetteville Public Works Commission's review of the submittals will cover only general conformity to these Contract Documents, external connections, and dimensions which affect the layout. The Fayetteville Public Works Commission's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown. The Fayetteville Public Works Commission's review shall not relieve the Contractor of the Contractor's sole responsibility for errors, omissions, or deviations in the drawings and data, nor of the Contractor's sole responsibility for compliance with these Contract Documents.

Any need for more than one (1) re-submission, or any other delay in obtaining the Fayetteville Public Works Commission's review of submittals, will not entitle the Contractor to an extension of the Contract duration, unless the delay of the Work is directly caused by a change in the Work authorized by a Change Order or by failure of the Fayetteville Public Works Commission to review any submittal within the submittal review period specified herein and to return the submittal to the Contractor.

56. RESIDENTIAL/COMMERCIAL COMPLAINTS

The Fayetteville Public Works Commission' Complaint Resolution Procedure shall be followed throughout the duration of the Contract. The Contractor is required to maintain good public relations and to provide timely notifications to residents so as to minimize inconvenience and complaints.

The Fayetteville Public Works Commission has an established protocol for addressing residents' 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 Fayetteville Public Works Commission to address resident complaints. The Contractor shall inform his personnel and subcontractor personnel that all complaint issues be directed to the Fayetteville Public Works Commission Project Coordinator and the Contractor's Superintendent. The Fayetteville Public Works Commission Project Coordinator shall be present in all meetings with residents. Should the Fayetteville Public Works Commission determine the Contractor(s) non-responsive in addressing complaints, the Fayetteville Public Works Commission reserves the right to withhold progress payments until the complaint has been satisfied. The Contractor shall immediately notify the Fayetteville Public Works Commission Project Coordinator of any complaint received.

57. THIRD PARTY CLAIMS PROCEDURE

The Fayetteville Public Works Commission 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 Fayetteville Public Works Commission within seven (7) calendar days of receiving notification. The Contractor shall provide Claimant and Fayetteville Public Works Commission written response acknowledging receipt of the claim within seven (7) calendar days.

If the Contractor meets with the claimant about the claim, the Fayetteville Public Works Commission shall be present at all times. The Fayetteville Public Works Commission shall maintain a record of any claim received, and the steps taken to resolve. The Fayetteville Public Works Commission shall also concurrently investigate each case. The Contractor agrees to furnish the Fayetteville Public Works Commission any information regarding the claim, the actions which led to the claim and/or the

investigation of the claim and agrees to indemnify and hold the Fayetteville Public Works Commission harmless for any damage arising out of said claims. The Contractor shall provide their proposed response to the Fayetteville Public Works Commission within 30 calendar days of receiving the claim. Upon receipt of the response the Fayetteville Public Works Commission and the Contractor will discuss and reach a mutual agreement of the response necessary to send to the Claimant within 15 calendar days. Once the agreement is made the Contractor shall make a formal written resolution to the claimant.

Failure to act in good faith or respond to a claim in the timelines established the Fayetteville Public Works Commission will constitute a lack of response by the Contractor, therefore validating the claim. The Fayetteville Public Works Commission 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 Fayetteville Public Works Commission, result in Breach of Contract.

The Contractor is aware of the Fayetteville Public Works Commission's Contractor Related Claims Procedure and understands that it is the Fayetteville Public Works Commission'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.

58. CONTRACTOR CLAIMS FOR EXTRA COST

Should the Contractor consider that as a result of any instructions given in writing by the Fayetteville Public Works Commission Project Engineer, he is entitled to extra costs above that stated in the Contract; the Contractor shall give written notice to the Fayetteville Public Works Commission Project Engineer. The written notice shall be sent to the Fayetteville Public Works Commission Project Engineer within seven (7) calendar days after the occurrence of the event and the Contractor shall not proceed with the work affected until further advised, except in an emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is made. Extra Work performed by the Contractor, not approved by the Fayetteville Public Works Commission Project Engineer in writing shall not be considered for payment.

The Contractor shall not act on instructions received by him from persons other than the Fayetteville Public Works Commission's Project Engineer and/or Project Coordinator. Any claims for extra compensation or extension of time on account of unauthorized instruction will not be honored. The Fayetteville Public Works Commission Project Engineer will not be responsible for misunderstandings claimed by the Contractor of verbal instructions which have not been confirmed in writing, and in no such case shall instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing by the Fayetteville Public Works Commission Project Engineer.

59. AUTHORIZED CHANGES IN THE WORK

At any time the Fayetteville Public Works Commission Project Engineer may request, in writing, that the Contractor submit a proposal (Change Order Request), for a proposed change in the work. Within ten (10) business days after receipt of a written Change Order Request, the Contractor shall submit to the Fayetteville Public Works Commission Project Engineer a written detailed proposal for the change. The detailed proposal shall include an itemized estimate of all costs that will result directly or indirectly from the proposed change and include an assessment of the impact of the proposed change on the overall project schedule. Proposals shall be sufficiently detailed to reasonably permit an analysis of all material, labor, equipment, subcontractor costs, overhead costs, and fees, and shall cover all work involved in the change such as 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, and certified payroll.

The Contractor shall limit their mark-up of sub-contractor invoices to five percent (5%), to account for overhead, profit, taxes, etc.

If the Fayetteville Public Works Commission Project Engineer elects to proceed with the change covered by the Change Order Request, such change will be authorized by execution of a Change Order at a later date. Notwithstanding the Change Order Request, the Contractor shall carry on the Work and maintain the progress schedule. The Fayetteville Public Works Commission Project Engineer shall have 20 business days after the receipt of the detailed proposal to respond in writing. Delays in submittal of the written detailed proposal are at the expense of the Contractor.

60. DOCUMENTATION

Prior to lining a sewer main, the Contractor shall clean that segment, and then televise it to verify that the line is ready for rehabilitation. This pre-lining inspection shall be recorded, and the Contractor shall note any deficiencies that could adversely impact their lining efforts. The Contractor shall provide a copy of the video(s) to the Fayetteville Public Works Commission at each monthly progress meeting. The Contractor and Fayetteville Public Works Commission shall review the video(s), and discuss any necessary action to address the items identified on the video(s).

Upon completion of lining a sewer main, the Contractor shall conduct a television inspection of the lined main. The Contractor shall video the post-lining inspection, and complete a log sheet for each service lateral (main to cleanout). The log sheet shall contain the following information:

- Upstream and downstream manhole ID numbers (provided by Fayetteville Public Works Commission)
- Location of any laterals
- Brief description of any deficiencies noted (i.e., wrinkles in the liner, infiltration, etc.)
- Brief description of any other items that should be called to the Fayetteville Public Works Commission's attention

The Contractor shall furnish the completed log sheets and video to the Fayetteville Public Works Commission at each monthly progress meeting. The Fayetteville Public Works Commission and Contractor shall review the video(s) and logs during that meeting, and discuss any necessary action to address items identified on the video.

Upon completion of the project, the Contractor shall furnish the Fayetteville Public Works Commission with the video recording of the completed rehabilitation work, along with an index of where each lined segment is on a standard portable digital media (i.e., USB Flash Drive, USB Hard Disk Drive, or DVD), acceptable to the Fayetteville Public Works Commission. The video inspection recording shall be in a standard digital video file format (i.e., mpg, mp4, or avi). This shall be furnished to the Fayetteville Public Works Commission no later than 30 calendar days after final completion. Failure to provide the required documentation, test results, and post rehabilitation videos in a timely manner will result in the Fayetteville Public Works Commission withholding payment until such time all items are received and reviewed.

61. FINAL INSPECTION/ACCEPTANCE OF WORK

When the Fayetteville Public Works Commission Project Coordinator deems the project completed and ready for final inspection, the Fayetteville Public Works Commission Project Coordinator shall notify the Fayetteville Public Works Commission Project Engineer. 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. The project will not be considered complete until all punch list items are completed and accepted, unless otherwise determined by the Fayetteville Public Works Commission Project Engineer. All punch list items shall be completed prior to release of final payment.

Prior to the final inspection, the Contractor shall complete the following:

- All manholes having camlock ring and covers shall be locked.
- Place a Fayetteville Public Works Commission issued marker at all valves, manholes, and air release valve manholes outside of pavement as directed by the Fayetteville Public Works Commission Project Coordinator.
- Verify all plugs have been removed.
- Complete all restoration.
- Complete all required testing.

No separate payment shall be made for this work.

FINAL COMPLETION DOCUMENTATION

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

- Complete all punch list items to the satisfaction of the Fayetteville Public Works Commission Project Engineer.
- Satisfactorily resolve all customer complaints and obtain the required releases.
- Project record drawings, in accordance with Submittals Section 01300; and
- Project close-out submittals in accordance with Submittals Section 01300.

62. REVIEW OF CONTRACTOR PAY REQUESTS

Prior to the Contractor submitting an application for payment, the Contractor and Fayetteville Public Works Commission shall review and agree on all items and quantities that the Contractor is requesting payment for. The monthly estimates will be based on the work completed as of the last Friday of the month. Payment shall not be made until the Fayetteville Public Works Commission has reviewed the post-rehabilitation video inspection.

Each pay request shall contain a certificate documenting any sales tax paid by the Contractor for that billing period. ***A certified form is required even if no sales tax was paid for that pay request period.***

Final payment and release of retainage will not be made until:

1. all post-inspection videos have been reviewed and accepted by the Fayetteville Public Works Commission,
2. the videos of the completed rehabilitation work has been submitted (to include the appropriate log sheets),

3. all necessary site restoration has been completed, and
4. all required documentation (reports, release of liens, property owner release, etc.) has been submitted.

The Contractor shall submit draft pay applications to the Fayetteville Public Works Commission prior to submittal of the official pay application. The Fayetteville Public Works Commission will review and provide any comments on the draft pay application within five (5) business days. The draft pay applications should be submitted via email, preferably utilizing Excel, for ease of review and comment by the Fayetteville Public Works Commission.

It is expected that the pay application will have a cover sheet similar to AIA Form G702 (or approved equal) that summarizes the contract value, any change orders, and work completed to date. The Contractor shall furnish two (2) paper copies (one original and one copy) of the pay request. The Contractor shall include copies of all invoices claimed on the sales tax certification.

*** END OF SECTION ***

DIVISION 1
GENERAL REQUIREMENTS
01025 – MEASUREMENT AND PAYMENT

GENERAL

The purpose of this Section is to define the methods of measurement and payment for each of the unit prices and/or lump sum prices listed in the Bid Form, which are required to construct the Work.

The unit price and/or lump sum price bid shall be full compensation for the work required under each bid item, which shall include all incidental costs relative thereto. Certain items of work are specified and/or shown as a detail in the Contract Documents; bid prices shall include all items of work required to furnish and/or install each in accordance with the Project requirements, whether specifically stated or itemized in the Measure and Payment description.

No payment will be made for stored materials.

LUMP SUM PAYMENT ITEMS

L-1 MOBILIZATION

A mobilization pay item is included for all initial costs incurred prior to beginning work on this Contract, including permits, licenses, fees, insurance, bonds, etc., as well as to mobilize personnel and equipment. Payment will be made on a lump sum basis and one time only for the duration of a Contract period.

For each contract renewal, the Contractor shall submit invoices from the surety and insurance companies, verifying continued bonding and insurance coverage. Payment will be made for this expenditure, up to but no more than, the price bid for Initial Mobilization.

The Contractor will be paid only for mobilizing to the first project of the Contract or renewed Contract at the unit price bid. The Contractor will not be paid to mobilize from project to project.

L-2 ACCESS

An access pay item is included for all costs relating to the Contractor constructing any necessary access to complete the work outlined in these Contract Documents. This pay item includes all materials, equipment, and labor for the Contractor to construct access to the project. Such costs may include, but are not limited to: installation of suitable material (stone, mats, geotextile fabric, pipe, etc.) so which to drive equipment over, maintenance of any access road, removal of all placed material outside of the Fayetteville Public Works Commission's permanent easement, all necessary erosion control items (including dust control), coordination with property owners, and all restoration activities. The Fayetteville Public Works Commission shall be responsible for clearing the easement right-of-way, should it be necessary.

The lump sum price bid shall include all costs for furnishing, erecting, maintaining and removing all necessary erosion control measures, including but not limited to: silt fence, temporary

sedimentation control devices, rip-rap, rock check dams, temporary seeding, gravel construction entrances, filter fabric, integral straw, culled wood matting, inlet protection and any other erosion control devices as may be required by the appropriate regulatory agencies throughout the project site, throughout the project duration. No additional payment will be made for removal of soil and debris from drainage structures, features, or reconditioning grading that is part of the normal maintenance activities associated with the approved erosion control plan. No additional payment shall be made for any other work due to inadequate or improperly maintained measures.

Prospective bidders are advised, that erosion and sedimentation control will be strictly enforced, and any failure to conform to required standards is considered a right precedent to the Fayetteville Public Works Commission to deny payment. Additional measures required by the North Carolina Department of Environmental Quality (NCDEQ) shall not be cause for change in the lump sum price bid. Bidders shall make themselves aware of all NCDEQ regulations and requirements. The Contractor shall be responsible for all fines levied due to improper erosion and sediment control measures to include all costs incurred by City of Fayetteville and/or Fayetteville Public Works Commission necessary to bring a non-conforming site into compliance.

The lump sum price bid shall include all costs necessary for the Contractor to comply with the requirements of the NPDES permit that is associated with an approved erosion control permit. Such activities include, but are not limited to: installation and maintenance of rain gauges, completing the required inspection reports, posting the permit and reports on the project, and furnishing copies of the inspection reports to the Fayetteville Public Works Commission.

Fifty percent (50%) of this item will be paid for upon completion of the construction prior to the rehabilitation, with the remaining balance paid once restoration of the area is completed. The Contractor shall provide documentation (invoices, etc.) with their payment application to support the amount requested.

The lump sum price bid shall only apply for access necessary to complete the work specified in the base bid of this Contract. Should the Contract be renewed and/or other areas requiring access be assigned, the lump sum price for that specific access shall be negotiated between the Fayetteville Public Works Commission and the successful Contractor. The Contractor shall be required to provide documentation and support for their proposed costs to obtain any necessary access for the other assigned areas. The lump sum price for that specific bypass pumping shall be the actual cost (invoice) plus five percent (5%). The costs for access shall be in accordance with the requirements of this section.

The Bidder shall supply the Fayetteville Public Works Commission with a schedule of values indicating the locations where the Contractor will have to gain access to the work area and the lump sum price associated with providing access at each location, as an attachment to the Bid Proposal. This schedule of values total, when summed, shall equal the lump sum price for "Access" on the Bid Proposal Form. This schedule of values shall be submitted with the Contractor's bid to the Fayetteville Public Works Commission to be considered a complete bid on the bid date. Payment for Access at each location will be based on the schedule of values provided by the Contractor for each location.

L-3 BYPASS PUMPING

Bypass pumping shall be accomplished in accordance with PWC Standard Specification 02750 Wastewater Flow Control and as outlined in these Contract Documents. Payment shall be made at the lump sum price bid. Payment shall be for all activities related to bypass pumping, including, but not limited to, pump mobilization and demobilization, attending bypass coordination meetings, manhole plugs, bypass lines, securing the bypass lines from damage (including but not limited to temporary fencing, berms, tie-downs, etc.), coordination with residents, cleaning the bypass lines, removal and installation of the bypass lines, all necessary erosion control measures, continuous monitoring of the bypass system, maintenance of the bypass system, appropriate air release valves, spill prevention measures (fuel and sewer), any necessary restoration, fuel, lubricants, labor, equipment, and all other incidentals necessary to ensure that the pumping operation is accomplished in accordance with these Contract Documents.

The lump sum price bid shall only apply for those areas where a bypass pump larger than four (4) inches is required. All bypass pumping that requires a pump four (4) inches or smaller shall be incidental to the unit price bid for “Rehabilitate Existing ___ - Inch Gravity Sewer Line”.

Additionally, the unit price bid shall only apply to provide bypass pumping for the work specified in the base bid of this Contract. Should the Contract be renewed and/or other areas requiring bypass pumping be assigned, the price for that specific bypass pumping shall be the actual cost (invoice) plus five (5) percent. The costs for bypass pumping shall be in accordance with the requirements of this section.

The Bidder shall provide the Fayetteville Public Works Commission with a schedule of values indicating the locations where the bypass pumping operations will be utilized and the lump sum price associated with providing bypass pumping operations, as an attachment to the Bid Proposal. This schedule of values total, when summed, shall equal the lump sum price for “Bypass Pumping” on the Bid Proposal Form. This schedule of values shall be submitted with the Contractor’s bid to the Fayetteville Public Works Commission to be considered a complete bid on the bid date. Payment for bypass pumping operations at each location will be based on the schedule of values provided by the Contractor.

UNIT PRICE ITEMS**U-1 SEWER LINE CLEANING**

Measurement shall be based upon the actual linear feet of sewer main cleaned. Measurement shall be the actual distance measured from manhole to manhole, excluding manhole diameter. Payment shall be made at the contract unit price per foot of sewer line cleaned. The unit price includes all materials, equipment, tools, labor, resident notification, all necessary erosion control measures, removal and proper disposal of the material removed from the cleaned line, sediment and root removal, chemical root treatment, and other incidentals necessary to provide a clean sewer line in a condition suitable for video inspection and rehabilitation.

U-2 CLOSED CIRCUIT TV INSPECTION

Measurement shall be based upon the linear footage of pipe that is inspected. Measurement shall

be the actual distance measured from manhole to manhole, excluding manhole diameter. Payment shall be made at the Contract unit price per foot of sewer line inspected. The unit price shall include all labor, materials, equipment, tools, and other incidentals not specifically covered in other bid items, necessary to perform pre- and post-rehabilitation video inspection of the sewer pipe.

U-3 REHABILITATE EXISTING 24-INCH GRAVITY SEWER LINE

Measurement for rehabilitation shall be the actual distance from manhole to manhole, of each size pipe listed in the bid proposal, excluding the manhole diameter. Payment shall be made at the unit price bid per linear foot of rehabilitated pipe. The unit price shall include installation of the cured-in-place liner including curing the liner, proper disposal of any water utilized in the installation and/or curing process, sealing the liner in the manholes utilizing an approved hydrophilic end seal sleeve, continuous temperature monitoring (for those mains 24-inches and larger), removal and replacement of the manhole cones (if necessary), saw cutting existing liners in the manholes, removal and replacement of manhole ring and covers, all necessary erosion control measures, grouting of the manhole inverts, resident notification, traffic control, restoration, flow control (up to a four {4} inch pump), testing requirements, all labor, materials, equipment, tools, and all other incidentals not covered in other items necessary to complete the rehabilitation work. *The rehabilitation method shall be cured-in-place lining.*

U-4 REINSTATE EXISTING ACTIVE SERVICE LATERAL VIA REMOTE CUTTING

Active service laterals to be reinstated shall be measured by actual count. Payment shall be made at the unit price bid per each. The unit price shall include flow control, removal of debris from the cutting operation, all labor, materials, equipment and all other incidentals necessary to reinstate existing sanitary sewer service laterals from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and rehabilitated sewer pipe.

U-5 REINSTATE BLOCKED SERVICE LATERALS

Existing service laterals that are fully or partially blocked due to a shifting liner (typically HDPE or fold and form PVC) to be reinstated shall be measured by actual count. Payment shall be made at the unit price bid per each. The unit price shall include mobilization, flow control, traffic control, removal of debris from the cutting operation, post reinstatement closed circuit video inspection, all labor, materials, equipment, and all other incidentals necessary to reinstate existing sanitary sewer service laterals from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and rehabilitated sewer pipe.

U-6 CUTTING PROTRUDING SERVICES WITH REMOTE CUTTER

Measurement shall be based upon the actual number of protruding services noted in the pre-rehabilitation video inspection. Payment shall be made at the unit price bid per each. The unit price shall include flow control, traffic control, removal of debris from the cutting operation, all labor, materials, equipment and other incidentals necessary to cut protruding services from inside the sewer by means of a TV camera controlled cutting device appropriate for the sewer pipe.

U-7 SPECIALTY CLEANING

Measurement shall be based upon the linear footage of pipe that requires additional effort to remove unordinary obstructions, such as cement, grout, tar, and other adherents that restrict the flow in the pipe. Measurement shall be the actual distance measured from manhole to manhole, excluding manhole diameter, for the line segment that requires specialty cleaning. Payment shall be made at the contract unit price per foot of sewer line cleaned. The unit price includes all materials, equipment, and labor necessary to remove the obstructions and provide a clean sewer line in a condition suitable for video inspection and rehabilitation.

In no case shall this line item be used without consent from the Fayetteville Public Works Commission. The Contractor shall provide video evidence that this line item is necessary and submit it to the Fayetteville Public Works Commission for approval. All other items related to sewer cleaning shall be paid for in the unit price for "Sewer Line Cleaning."

U-8 REMOVE/REPLACE INSIDE DROP CONNECTIONS

Payment for removal and replacement of existing inside drop connections in manholes will be measured by actual count, complete, in place, at the unit price bid as listed on the Bid Form. Payment shall be full compensation for all labor, equipment, tools and materials required, including manhole connections, flexible boots, pipe and fittings, couplings, stainless steel straps and bolts, wedges and all incidental work necessary to provide a complete new inside drop connection in accordance with the Fayetteville Public Works Commission standards.

U-9 TRENCHLESS POINT REPAIRS

Payment for the installation of a trenchless point repair (i.e., patch) will be made at the applicable Contract unit price per each. Measurement shall be based on the actual number of point repairs made. Payment shall include all costs necessary to install a trenchless point repair over an existing liner. The unit price includes cleaning and preparation of the existing installed liner, resident notification, necessary erosion control measures, flow control (up to a four {4} inch pump), pre and post installation video inspection, traffic control, restoration, and all materials, equipment, tools, labor, and all other incidentals necessary to install a trenchless point repair.

This line item shall only be utilized upon written direction from the Fayetteville Public Works Commission. The Contractor shall be responsible for providing video evidence that this line item is necessary, and shall submit all required and requested information to the Fayetteville Public Works Commission for review and approval.

*** END OF SECTION ***

**DIVISION 1
GENERAL REQUIREMENTS
01300 – SUBMITTALS**

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. This section specifies the means of all submittals. All submittals shall be submitted to the Fayetteville Public Works Commission. A general summary of the types of submittals and the number of copies required is as follows:

<u>Copies to Owner</u>	<u>Type of Submittal</u>
1	Shop drawings
1	Product samples
1	Certificates of compliance
1	Warranties

- B. All submittals shall be provided in accordance with this Section, and as outlined in Section 01000 – Special Conditions. The Contractor shall refer to other Specification Sections within these Contract Documents, to ensure that all submittal requirements are adhered to. No construction shall proceed until all required submittals have been reviewed and approved by the Fayetteville Public Works Commission. Any and all work performed prior to review and acceptance of the submittals by the Fayetteville Public Works Commission shall be at the Contractor’s sole risk. Further, failure to comply with the requirements of this Section may be considered Breach of Contract, and grounds for termination.

1.02 SUBMITTAL PROCEDURES

- A. The Contractor shall transmit each submittal with a transmittal letter/memo/form acceptable to the Fayetteville Public Works Commission, clearly identifying the project and the Contractor, the enclosed material and other pertinent information specified in other parts of this section. The submittal shall identify variations from the Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- B. The Contractor shall revise and resubmit submittals as required, identifying all changes made since previous submittals. Resubmittals shall be noted as such.
- C. The Contractor shall distribute copies of reviewed submittals to concerned parties, with instructions to those parties to promptly report any inability to comply with provisions.

1.03 SHOP DRAWINGS

- A. General: The Contractor shall submit for review shop drawings for concrete reinforcement, structural details, materials fabricated especially for this Contract, and materials for which such Drawings are specified (as outlined in these Contract Documents) or as specifically requested by the Fayetteville Public Works Commission.
- B. Shop drawings shall show the principal dimensions, weight, structural and operating features, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Drawings.
- C. When so specified, or if considered by the Fayetteville Public Works Commission to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.
- D. The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The Fayetteville Public Works Commission will review the shop drawings within 10 business days of receipt of such Drawings. Reviewed shop drawings will be returned to the Contractor by regular mail.
- E. Time delays caused by rejection of submittals are not cause for extra charges to the Fayetteville Public Works Commission or time extensions.
- F. Requirements: All shop drawings shall be submitted to the Fayetteville Public Works Commission through the Contractor. The Contractor is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All shop drawings shall be prepared on standard size, 24-inch by 36-inch sheets, or smaller, as approved by the Fayetteville Public Works Commission. All Drawings shall be clearly marked with the name of the project, Fayetteville Public Works Commission, Contractor, and pay item to which the drawing applies. Drawings shall be suitably numbered and stamped by the Contractor. Each shipment of Drawings shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.
- G. Product Data: Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
- H. Product data shall include materials of construction, dimensions, performance characteristics and capacities, etc.
- I. Sample Warranties: When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty.
- J. Work Prior to Review: No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "APPROVED" or "APPROVED AS NOTED". All materials and Work involved in the construction shall be as represented by said Drawings.

- K. The Contractor shall not proceed with any portion of the Work for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.
- L. Contractor's Review: Only submittals which have been checked and corrected should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting shop drawings to the Fayetteville Public Works Commission, the Contractor shall check thoroughly all such Drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. Drawings which are correct shall be marked with the date, checker's name and indications of the Contractor's approval, and then shall be submitted to the Fayetteville Public Works Commission; other Drawings submitted to the Fayetteville Public Works Commission will be returned to the Contractor unreviewed.
- M. Contractor's Responsibility: The review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract and for achieving the specified performance.
- N. Contractor's Modifications: For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Fayetteville Public Works Commission, shall do all Work necessary to make such modifications.
- O. Substitutions: Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated in these Contract Documents, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which, in the opinion of the Fayetteville Public Works Commission, is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:
- a. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Fayetteville Public Works Commission to determine if the proposed substitution is equal.
 - b. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
 - c. A list of installations (including contact information) where the proposed substitution is equal.
 - d. Where the acceptance of a substitution requires revision or redesign of any part of the Work, all such revision and redesign, and all new Drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to review of the Fayetteville Public Works Commission.
 - e. In all cases the Fayetteville Public Works Commission shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Fayetteville Public Works Commission 's decision when proposed substitute items are judged to be unacceptable

and shall in such instances furnish the item, or substitute, as specified. No substitute items shall be used in the Work without written acceptance of the Fayetteville Public Works Commission. The Fayetteville Public Works Commission reserves the right to reject any such proposed changes or substitutions at their sole discretion, and is under no obligation to justify their decision.

- f. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.
- P. Complete Submittals: Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.
- a. Shop Drawing Distribution: The Contractor shall submit a minimum of five (5) copies of all shop drawings to the Fayetteville Public Works Commission for review. Shop drawings will be reviewed, stamped and distributed with the appropriate box checked either "APPROVED", "APPROVED AS NOTED", "NOT APPROVED" or "REVISE AND RESUBMIT". The Fayetteville Public Works Commission shall return three (3) copies to the Contractor and retain two (2) copies

If the Contractor requires additional copies of returned shop drawings, he shall include extra Drawings in his original submittal. The Fayetteville Public Works Commission will process the Drawings and return them to the Contractor.

1.04 RECORD DRAWINGS

- A. The Contractor shall maintain a clean, undamaged set of color prints of Contract Drawings and shop drawings to be marked up for submittal as record drawings. The set shall be marked with red erasable pencil to show the actual installation where the installation varies substantially from the Work as originally shown. Where shop drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. The Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. The record drawings shall be signed and dated by the Contractor's project manager.
- B. The Contractor shall submit one (1) set of their record drawings to the Fayetteville Public Works Commission upon completion of the project. Final payment will not be made until the record drawings are received.

1.05 PRODUCT SAMPLES

- A. Contractor shall furnish for review all product samples as required by the Contract Documents or requested by the Fayetteville Public Works Commission to determine compliance with the specifications.
- B. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.
- C. Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Fayetteville Public Works Commission and shall bear the Contractor's

stamp certifying that they have been so checked. Transportation charges on samples submitted to the Fayetteville Public Works Commission shall be prepaid by the Contractor.

- D. Fayetteville Public Works Commission's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor within 15 business days of receipt.
- E. Acceptable samples will establish the standards by which the completed Work will be judged.

1.06 CERTIFICATES OF COMPLIANCE

- A. Copies of certificates of compliance and test reports shall be submitted for requested items to the Fayetteville Public Works Commission prior to request for payment.

1.07 WARRANTIES

- A. Original warranties, called for in the Contract Documents, shall be submitted to the Fayetteville Public Works Commission. When warranties are required for an item, the warranty shall be submitted prior to request for payment of that item.
- B. When warranties are requested, a sample of the warranty to be provided shall be submitted with, and considered part of, the shop drawings.
- C. The Contractor shall warrant to the Fayetteville Public Works Commission that all material and labor used in the construction are covered by his warrantee for a minimum of a one (1) year period upon approval and acceptance by the Fayetteville Public Works Commission. The Contractor shall replace or repair defects at no cost to the Fayetteville Public Works Commission during the warrantee period.

*** END OF SECTION ***

**DIVISION 1
GENERAL REQUIREMENTS
01400 QUALITY CONTROL**

QUALITY ASSURANCE

Quality: All materials shall be new and correctly designed, and shall conform to the requirements outlined in these Contract Documents. They shall be standard first-grade quality produced by expert workmen and be intended for the use for which they are offered. Materials which, in the opinion of the Fayetteville Public Works Commission, are inferior or of a lower grade than indicated, specified, or required will not be acceptable.

Source Limitations: To the greatest extent possible for each unit of Work, the Contractor shall provide products, materials, or equipment from a single manufacturer.

Compatibility of Options: If the Contractor cannot obtain all necessary products, materials, and/or equipment from a single manufacturer, the Contractor shall submit compatible products, materials, and/or equipment to the Fayetteville Public Works Commission for review and approval. Once the Fayetteville Public Works Commission has issued approval of the proposed products, materials, and/or equipment, the Contractor shall only utilize that manufacturer's products, materials, and/or equipment, unless otherwise approved in writing by the Fayetteville Public Works Commission.

QUALITY CONTROL

Quality control is the sole responsibility of the Contractor and shall include the activities of his Subcontractors and all suppliers as required.

TESTING SERVICES

The Contractor shall cooperate with the Fayetteville Public Works Commission's Consultant performing required testing and provide equipment, access, or other means required at no additional expense to the Fayetteville Public Works Commission. The Contractor shall be responsible for coordinating testing with the PWC Project Coordinator. The Contractor shall be responsible for all costs incurred by the Fayetteville Public Works Commission's Consultant when scheduled testing cannot be performed.

The Fayetteville Public Works Commission shall employ and pay for the services of an independent laboratory for specified testing as outlined in these Contract Documents, with the following exceptions:

- If Laws and Regulations of any public body having jurisdiction specifically require any part of the Work to be tested, inspected, or approved by an employee or other representative of that public body, the Contractor shall be responsible for arranging and obtaining such inspections and/or approvals. The Contractor shall bear all costs associated with the required testing, inspections, and/or approvals, and shall furnish the Fayetteville Public Works Commission all required documentation that the required testing, inspection, and/or approvals have been obtained.
- If any part of the Work is found to be defective and not in compliance with the Contract Documents, the Contractor shall be responsible for all subsequent testing necessary to prove that the Work has been brought into compliance. Any necessary testing to ensure compliance shall be directed by the PWC Project Coordinator and/or PWC Project Engineer.

- When scheduled testing by the Fayetteville Public Works Commission's Consultant cannot be performed.
- Arranging and obtaining any required inspections, testing, or approvals required in connection with the Fayetteville Public Works Commission's acceptance of a material supplier, or equipment proposed to be incorporated into the Work, or materials, mix designs, etc. submitted for approval prior to purchase for incorporation into the Work. All inspections, tests, and approvals shall be performed by organizations acceptable to the Fayetteville Public Works Commission.

PRODUCT EVALUATION

Testing shall be accomplished as deemed necessary by the Fayetteville Public Works Commission to ensure that the products conform to the requirements of the Contract Documents.

The work or actions of the testing laboratory shall in no way relieve the Contractor of his obligations under the Contract. The laboratory testing work will include such inspections and testing required by the Contract Documents, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.

The Contractor shall allow the Fayetteville Public Works Commission ample time and opportunity for evaluation and testing materials to be used in the Work. The Contractor shall advise the Fayetteville Public Works Commission promptly upon placing orders for materials so that arrangements may be made, if desired, for evaluation before shipment from the place of manufacture. The Contractor shall at all times furnish the Fayetteville Public Works Commission and his representatives, facilities including labor, and allow proper time for evaluation and testing materials, and workmanship. The Contractor must anticipate that possible delays may occur due to the necessity of materials being inspected and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the Fayetteville Public Works Commission for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various evaluation and tests of structures and materials.

The Fayetteville Public Works Commission will bear the cost of all tests, evaluation, or investigations undertaken by the order of the PWC Project Engineer for the purpose of determining conformance with the Contract Documents if such tests, evaluation, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by the Fayetteville Public Works Commission as a result of such tests, evaluation, or investigations, the Contractor shall bear the full cost of any additional tests, evaluations and investigations, which are ordered by the Fayetteville Public Works Commission to ascertain subsequent conformance with the Contract Documents.

EVALUATION AT PLACE OF MANUFACTURE

Unless otherwise specified, all products and materials shall be subject to evaluation by the Fayetteville Public Works Commission at the place of manufacture.

The presence of the Fayetteville Public Works Commission at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Fayetteville Public Works Commission.

SAMPLING AND TESTING

Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered. However, the Fayetteville Public Works Commission reserves the right to use any generally accepted system of sampling and testing which will ensure that the quality of the workmanship is in full accord with the Contract Documents.

Any waiver by the Fayetteville Public Works Commission of any specific testing or other quality assurance measures shall not be construed as a waiver of any requirements of the Contract Documents. The Fayetteville Public Works Commission may require a guarantee of substantial performance and/or a performance bond to ensure any necessary corrective or remedial Work, should a waiver be granted.

The Fayetteville Public Works Commission reserves the right to make independent investigations and tests. Failure of any portion of the Work to meet any of the requirements of the Contract Documents shall be reasonable cause for the Fayetteville Public Works Commission to require the removal or correction and reconstruction of any such work in accordance with the Contract Documents. In addition to any other evaluation, observation or quality assurance provisions that may be specified, the Fayetteville Public Works Commission shall have the right to independently select, test, and analyze, at their expense, additional test specimens or any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed. The Contractor shall be responsible for all costs of removal, correction, and reconstruction or repair of any such Work that fails to meet the requirements of the Contract Documents.

SITE INVESTIGATION AND CONTROL

The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to their failure to comply with this requirement.

The Contractor shall inspect related and appurtenant Work and shall report in writing to the Fayetteville Public Works Commission any conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at their sole cost and expense.

RIGHT OF REJECTION

The Fayetteville Public Works Commission shall have the right, at all times, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work. If the Fayetteville Public Works Commission, through an oversight or otherwise, has accepted materials or Work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the Fayetteville Public Works Commission.

The Contractor shall promptly remove rejected articles or materials from the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

WATERTIGHTNESS OF STRUCTURES

It is the intent of these Contract Documents that all Work shall be performed as required by quality construction to ensure proper sealing so that groundwater and/or rainwater will not leak into any collection line, service lateral, or manhole.

The Contractor shall provide at its own expense all labor, material, temporary bulkheads, pumps, water, measuring devices, etc., necessary to perform the required tests.

HYDRAULIC UPLIFT ON STRUCTURES

The Contractor shall be completely responsible for any pipelines or manholes that may become buoyant before the Work is completed and accepted. The Contractor shall take all necessary steps to prevent any structures from becoming buoyant. Damage to any structures due to floating or flooding shall be repaired or replaced at the Contractor's expense.

TIME OF OBSERVATION AND TESTS

Samples and test specimens required under these Contract Documents shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The Contractor shall furnish and prepare all required test specimens within the scope of the Contract. Except as otherwise provided in the Contract Documents, the performance and cost of the required tests will be the responsibility of the Fayetteville Public Works Commission. However, the costs of any test which shows unsatisfactory results shall be borne by the Contractor. Whenever the Contractor is ready to backfill, bury, cast in concrete, or otherwise cover any Work under the Contract, the Fayetteville Public Works Commission shall be notified not less than twenty-four hours in advance to request inspection before beginning any such Work of covering. Failure of the Contractor to notify the Fayetteville Public Works Commission a minimum of twenty-four hours in advance of any such inspections shall be cause for the Fayetteville Public Works Commission to order a delay in the Contractor's schedule to allow time for inspections. Any remedial or corrective Work required, and all costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor.

- END OF SECTION -

**DIVISION 1
GENERAL REQUIREMENTS
01700 PROJECT CLOSEOUT**

FINAL CLEANUP

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, temporary structures and facilities, construction signs, tools, scaffolding, materials, supplies and equipment which may have been used in the performance of the work. The Contractor shall broom clean paved surfaces and rake clean other surfaces of grounds. Final acceptance of the Work by the Fayetteville Public Works Commission will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

The Contractor shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces.

The Contractor shall remove spatter, grease, stains, fingerprints, dirt, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering.

The Contractor shall remove paint, clean and restore all equipment and material nameplates, labels and other identification markings.

The Contractor shall maintain cleaning until project is accepted by the Fayetteville Public Works Commission.

The Contractor shall:

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
- C. Use only materials which will not create hazards to health or property.

CLOSEOUT TIMETABLE

The Contractor shall establish dates for testing, acceptance periods, and on-site instructional periods (as required under this Contract). The dates shall be established a minimum of seven (7) calendar days prior to beginning any of the foregoing items, to allow the Fayetteville Public Works Commission sufficient time to schedule attendance at the activities.

FINAL SUBMITTALS

Before the final acceptance of the project, the Contractor shall submit to the Fayetteville Public Works Commission certain records, certifications, etc., which are specified elsewhere in these Contract Documents. Missing, incomplete or unacceptable items, as determined by the Fayetteville Public Works Commission, shall constitute grounds for withholding final payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items which are required in these Contract Documents:

- A. Written Test results of project components.

- B. Written guarantees, where required.
- C. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- D. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

PUNCH LISTS

Final cleaning shall be scheduled upon completion of the project.

The Fayetteville Public Works Commission will make his final inspection whenever the Contractor has notified the Fayetteville Public Works Commission that the work is ready for the inspection. Any work not found acceptable and requiring cleaning, repair and/or replacement will be noted on the punch list. Work that has been inspected and accepted by the Fayetteville Public Works Commission shall be maintained by the Contractor, until final acceptance of the entire project.

Whenever the Contractor has completed the items on the punch list, the Contractor shall notify the Fayetteville Public Works Commission that it is ready for final inspection. This procedure will continue until the entire project is accepted by the Fayetteville Public Works Commission. The final payment will not be processed until the entire project has been accepted by the Fayetteville Public Works Commission and all of the requirements in these Contract Documents have been satisfied.

TOUCH-UP AND REPAIR

The Contractor shall repair any and all damage to existing facilities and surfaces. If in the opinion of the Fayetteville Public Works Commission the repair work is not satisfactory, the Contractor shall make repairs until the Fayetteville Public Works Commission accepts it.

MAINTENANCE AND GUARANTEE

The Contractor shall comply with all maintenance and guarantee requirements of these Contract Documents.

Replacement of earth fill, backfill, or asphalt where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor obtained a statement in writing from the affected private owner or public agency releasing the Fayetteville Public Works Commission from further responsibility in connection with such repair or resurfacing.

*** END OF SECTION ***

SECTION D
TECHNICAL SPECIFICATIONS

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DIVISION 2 SITE WORK

02222 EXCAVATION AND BACKFILLING FOR UTILITY SYSTEMS

GENERAL

Work described in this section consists of the excavation, backfill, compaction, and finish grading required to install the utility systems. The intent and purpose of these specifications is to require a complete and satisfactory installation in every respect and any defect in material or workmanship shall be cause for the replacement and correction of such defect as directed by the Fayetteville Public Works Commission.

RELATED SECTIONS

- A. 02305 – Pipe Bursting
- B. 02660 – Water Distribution
- C. 02730 – Sanitary Sewer Systems
- D. 02732 – Sewage Force Mains
- E. Chapter 24 of the City of Fayetteville Ordinance (most recent version)

MATERIALS

Suitable soil materials are defined as those in accordance with AASHTO Soil Classification Groups A-1, A-2-4, A-2-5 and A-3 (or in accordance with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, SP, SC) as determined by the Fayetteville Public Works Commission. Suitable material shall be free from roots, organic matter, trash, debris, frozen material or stones larger than three (3) inches in any dimension.

Unsuitable soil materials are defined as those in accordance with AASHTO Soil Classification Groups A-2-6, A-2-7, A-4, A-5, A-6, A-7 (or in accordance with ASTM D2487 soil classification groups GC, ML, MH, CL, CH, OL, OH, and PT) as determined by the Fayetteville Public Works Commission. Unsuitable material as defined above shall be replaced with select material as determined by the Fayetteville Public Works Commission.

Suitable materials determined by the Fayetteville Public Works Commission as too wet or too soft to provide a stable subgrade, foundation, or fill will be deemed as unsuitable regardless of soil classification. Materials deemed unsuitable shall be conditioned or replaced, as directed by the Fayetteville Public Works Commission. The Contractor shall recondition and stockpile the materials at no additional cost to the Fayetteville Public Works Commission.

EXCAVATION

All excavation shall be to the lines and grades indicated. The work shall consist of the excavation, placement, and compaction of suitable material as outlined in this Specification and proper disposal of all unsuitable materials. During excavation, suitable material for backfilling shall be stockpiled. The stockpiles shall be protected from contamination by unsuitable excavated material or other material. If any material becomes unsuitable, such material, if directed, shall be removed and replaced with suitable on-site or imported material from approved sources at no additional cost to the Fayetteville Public Works Commission.

Where the line parallels a creek and/or ditch the excavated material shall be stockpiled opposite the creek, with the trench separating the two. Adequate drainage shall be provided for the stockpiles and surrounding areas by means of ditches, dikes, or other approved methods. Grading shall be done to prevent surface water from entering the excavation. Any water within the trench shall be removed.

Suitable excavated material shall be stockpiled or placed in the excavation's backfill. Excavation and filling shall be performed in a manner and sequence that will provide drainage at all times. Unauthorized over excavation shall be backfilled with select bedding material at no additional cost to the Fayetteville Public Works Commission. The Contractor, at their expense, shall properly dispose of all excess excavated material unless directed to place it in another area of the project by the Fayetteville Public Works Commission. The Contractor's obligation to remove and dispose of excess materials shall in no manner convey to him any rights of property in any material taken from any excavation.

It shall be the Contractor's responsibility to investigate the site and existing conditions. No compensation will be allowed due to excavation and/or grading being different than anticipated.

TRENCH EXCAVATION

The trench width shall be in accordance with the PWC standard details. All work shall be in accordance with the applicable OSHA regulations.

The subgrade beneath the centerline of the pipe shall provide uniform support for each section of the pipe. Stones three (3) inches or greater in any dimension, or as recommended by the pipe manufacturer, whichever is smaller, shall be removed.

Where unsuitable material is encountered at the elevation established for installation of pipe or structures, additional undercut excavation shall be done as directed by the Fayetteville Public Works Commission. The additional undercut excavated area shall be backfilled with stone bedding material. Unauthorized undercut excavation shall be backfilled with stone bedding material and compacted as directed by the Fayetteville Public Works Commission. The Contractor shall conduct undercut operations in such a way that the Fayetteville Public Works Commission can take the necessary measurements before any backfill is placed. Any material removed and backfilled without the approval of the Fayetteville Public Works Commission, and/or all necessary measurements taken, and/or to a depth, length or width exceeding the dimensions shall not be considered undercut excavation and will not be paid for such.

Where unsuitable material is encountered at the elevation established for installation of roads, parking lots, or other paved areas, additional undercut excavation shall be done as directed by the responsible agency (i.e., City of Fayetteville, Town of Hope Mills, NCDOT, etc.). The additional undercut excavated area shall be backfilled with stone bedding material. Unauthorized undercut excavation shall be backfilled with stone bedding material and compacted as directed by the responsible agency. The Contractor shall conduct undercut operations in such a way that the responsible agency can take the necessary measurements before any backfill is placed. Any material removed and backfilled without the approval of the responsible agency, and/or all necessary measurements taken, and/or to a depth, length or width exceeding the dimensions shall not be considered undercut excavation. All undercut excavation shall be in accordance with the NCDOT Standard Specification for Roads and Structures (most recent edition), or the responsible agency's specifications.

Excavation for manholes, meter vaults, or similar structures shall leave a minimum of 12-inches clear space around the structure. Removal of unsuitable material shall be as specified above. Preparation of

the subgrade shall be in accordance with the applicable detail and as directed by the Fayetteville Public Works Commission.

PIPE LAYING

All pipe shall be installed in accordance with PWC Specification Section 02660 – Water Distribution, Specification Section 02730 – Sanitary Sewer Systems, and/or PWC Specification Section 02732 – Sewage Force Mains.

TRENCH SAFETY

All excavations shall comply with all Federal, State, and local rules and regulations. The Contractor shall have a trenching and shoring "competent" person on the job at all times when there is an open excavation. Under no circumstance shall an employee of the Fayetteville Public Works Commission be considered the "competent" person for the operation.

TRENCH STABILIZATION (SHORING)

The Contractor shall furnish, install, and maintain all necessary shoring to ensure a safe excavation. The method of shoring and excavation shall be in strict accordance with OSHA Regulations. The Contractor shall be responsible for installation, maintenance, and removal of all trench stabilization measures. The Contractor shall be responsible for any damage to adjacent structures resulting from the installation, maintenance, removal, or absence of trench stabilization measures.

DEWATERING

Excavations shall be kept dry at all times. Any required dewatering shall be the Contractor's responsibility. The Contractor shall be responsible for any damage to the adjacent property resulting from the installation, maintenance, discharge, and removal of the dewatering system. All discharge from the dewatering system shall be in accordance with the applicable erosion control rules and regulations.

BACKFILL

Backfill shall consist of suitable material free from debris, stone, etc. The backfill shall be brought up evenly on both sides of the pipe for the full length of the pipe. The backfill operation shall be conducted to prevent damage and/or movement of the pipe.

Backfill material in trenches shall be placed in layers not exceeding six (6) inches loose thickness to a point at least 12-inches above the pipe compacted to 90 percent maximum density. The remainder of the trench shall be backfilled in layers not exceeding six (6) inches in loose thickness compacted as specified in subparagraph COMPACTION. Each layer shall be thoroughly compacted by an approved mechanical tamping device.

Backfill material around structures shall be placed in a manner that the structure will not be damaged. No backfill shall be placed around manholes, thrust blocks, or similar structures until the concrete has been allowed to cure for three (3) days. The backfill material shall be compacted as specified in subparagraph COMPACTION.

No backfilling will be allowed when weather conditions prevent compliance with these Specifications.

BORROW EXCAVATION (Select Backfill)

Borrow excavation material shall be supplied by the Contractor when sufficient quantities of suitable materials are not available within the project limits. The borrow material shall be approved by the Fayetteville Public Works Commission and shall not contain roots, root mats, stumps, highly plastic clay or other unsatisfactory materials. All borrow material shall be in accordance with the NCDOT Standard Specification for Roads and Structures, most recent edition.

COMPACTION

Backfill shall be compacted in accordance with the following table as a percentage of the maximum density at optimum moisture content as determined by the Standard Proctor Test, ASTM D-698.

<u>Area</u>	<u>Percent ASTM D-698 Maximum Dry Density</u>
Around and 1' above top of pipe	95
Remaining trench (within 4' of subgrade)	95
Pavement subgrade and shoulders	
Last 1' of fill (below subgrade)	100
Last 3' of fill to 12" below subgrade	98
Base material	100
Adjacent to structures (Areas not paved)	95
Under structures	98
Utility Outfalls (Cross Country)	95

Compaction testing may be performed at the option of the PWC Project Coordinator, or as required by the responsible agency (i.e., City of Fayetteville, NCDOT, etc.). Compaction testing shall be done in accordance with the responsible agency's requirements. Deficiencies shall be corrected by the Contractor without additional cost to PWC.

FINISHED EXCAVATION

All areas covered by the project shall be uniformly graded to the established elevations and approved cross sections. Ditches shall be graded to permit proper drainage. Newly graded areas shall be protected from traffic and/or from erosion, and any settlement or washing prior to acceptance shall be repaired and the required grades re-established. Ditches and drains along the subgrade shall be maintained to drain at all times. The finished subgrade shall be protected and maintained by the Contractor. The storage or stockpiling of materials on the finished subgrade shall not be permitted. No base course or pavement shall be laid until the subgrade has been checked and approved. All work shall be conducted in accordance with the environmental protection requirements of the Contract.

DIVISION 2 SITE WORK

02272 EROSION CONTROL - GENERAL PROVISIONS

GENERAL

The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent or lessen excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent or minimize the movement and washing of large quantities of soil. The Contractor is expected to review his site grading and drainage operations periodically to determine the areas most susceptible to erosion by excessive rainfall and periodically maintain all installed measures for the project duration. The Contractor shall correct any deficiencies or problem areas as directed by the Owner or the North Carolina Department of Environment and Natural Resources (NCDENR) inspector within 48 hours.

EXECUTION

The Contractor's attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. He shall at all times provide satisfactory means to prevent or minimize the movement and washing of quantities of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. Should this happen as a result of erosion at the site of this construction, the Contractor will be required to immediately provide means for removal of the soil and/or debris from the structures to restore the proper functioning of these structures. The Contractor shall assume all responsibilities to the affected property owners for correction of all damages. The Contractor is expected to review his site grading and drainage operations periodically with the Owner with the view in mind of determining the areas most susceptible to erosion by excessive rainfall and shall take necessary temporary measures in sufficient time to minimize the washing away of the site soils that would likely occur before the areas are finished graded, topsoiled and planted. The temporary measures to be provided by the Contractor at the critical areas may consist of, but not limited to, any one or a combination of the following, or by other approved means selected by the Contractor:

- Silt Fence
- Gravel Construction Entrance/Exit
- Inlet Protection

If any earthwork is to be suspended for any reason whatsoever for longer than 15 days, the disturbed areas shall be seeded with temporary vegetative cover or otherwise protected against excessive erosion during the suspended period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility for the erosion control and temporary measures will not be considered cause for a change in the price bid.

MAINTENANCE

The Contractor shall inspect and maintain each erosion control measure until the project is stabilized and accepted. After each significant rainfall, the Contractor shall remove and dispose of silt accumulation

from each individual measure. The following maintenance may be required for each specific erosion and sediment control measure:

Silt Fence: Fabric shall be removed and replaced whenever deteriorated to such an extent the effectiveness is reduced. The toe of the fabric shall be buried a minimum of 6 inches.

Gravel Construction

Entrance/Exit: Periodic top dressing with two inches (2") of graded stone. Remove all objectionable materials spilled, washed or tracked onto public roadways.

Sediment

Trap: Remove sediment and restore trap to original dimensions when accumulated silt volume equals $\frac{1}{2}$ the design depth. Replace the contaminated gravel facing.

Gravel Inlet

Protection: Remove sediment as necessary to provide adequate volume. Replace contaminated gravel facing if required.

Rip-Rap: Make repairs to dislodged stone and/or supplement as required if erosion occurs during heavy rainfalls.

REMOVAL

After the area has been stabilized and the project accepted, the Contractor shall remove all temporary erosion and sediment control measures. Silt fences shall be removed, sediment traps/pits and/or basins filled with suitable soil, compacted and seeded. The materials removed shall remain the property of the Contractor and shall be disposed of off-site, or may be reused in other locations if approved by the Owner.

DIVISION 2 SITE WORK

02273 TEMPORARY SILT FENCE

GENERAL

The work covered by this section consists of furnishing, installing, maintaining and removing a water permeable filter type silt fence for the purpose of removing suspended particles from the water passing through it.

The quantity of temporary silt fence to be installed will be affected by the actual conditions which occur during the construction of the project. The quantity of temporary silt fence may be increased, decreased, or eliminated entirely at the direction of the Owner. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

MATERIALS

Either wood posts or steel posts may be used. Wood posts shall be a minimum of 6 feet long, at least 3 inches in diameter, and straight enough to provide a fence without noticeable misalignment. Steel posts shall be 5 feet long, 1 3/4 inches wide and have projections for fastening the wire to the fence.

Wire fence fabric shall be at least 32 inches high, and shall have at least 6 horizontal wires. Vertical wires shall be spaced 12 inches apart. The top and bottom wires shall be at least 10 gage. All other wires shall be at least 12½ gage.

Burlap shall be at least 36 inches wide and shall weigh at least 6.7 ounces per square yard. Other materials may be used in lieu of burlap, provided those materials have been approved by the North Carolina Department of Environment and Natural Resources (NCDENR).

Wire staples shall be No. 9 staple and shall be at least 1½ inches long.

INSTALLATION

The Contractor shall install temporary silt fence as shown on the plans and details. The silt fence shall be constructed at the locations shown on the plans and at other locations directed by the Owner.

Posts shall be installed so that no more than 3 feet of the post shall protrude above the ground and at least 18 inches are driven into the ground. Filter fabric shall be attached to the wire fence fabric by wire or other acceptable means. The fabric shall be continual in length. The fabric shall extend into a 6"x 6" trench along the uphill side of the fence. The trench shall be backfilled and compacted. Place 6 inches of No. 57 stone along the toe of the fence to secure the fabric in place. The single stripe located approximately 6 inches from the silt fence outer edge should not be visible if the fabric and fencing are installed properly.

DIVISION 2 SITE WORK

02274 GRAVEL CONSTRUCTION ENTRANCE/EXIT

GENERAL

The work covered by this section consists of furnishing, installing, maintaining and removing temporary gravel construction entrance/exits. The entrance/exit shall be located at points where vehicles enter and exit the project and as indicated on the plans to limit sediment "tracked" off the site.

Where there are differences or conflict between this specification and those requirements outlined in an approved Erosion Control Plan, the specifications in the erosion control plan shall take precedence

MATERIALS

The stone shall be two inch (2") to three inch (3") washed stone.

INSTALLATION

The Contractor shall install the gravel construction entrance as shown on the plans and details. The construction entrance shall be constructed at the locations shown on the plans and at other locations directed by the Engineer.

The area to receive the stone shall be cleared of all vegetation, roots and other objectionable materials. The subgrade shall be graded and properly compacted. Areas yielding shall be covered with engineering fabric or undercut as directed by the Engineer. The stone shall be placed, graded and compacted to a minimum depth of eight inches (8") and as shown on the plans. The minimum construction entrance dimensions shall be 50 feet in length and 12 feet in width. The construction entrance/exit shall be maintained and the stone supplemented throughout the life of the project and shall be removed upon stabilization and disposed of off-site at the Contractor's expense.

**DIVISION 2
SITE WORK**

02275 BLOCK AND GRAVEL INLET PROTECTION

GENERAL

The Contractor shall install block and gravel inlet protection when storm drain inlets are to be made operational before permanent stabilization of the disturbed drainage area. The inlet protection applies to areas of heavy runoff and provides for overflow capacity to prevent excessive ponding; however, shallow temporary flooding should be anticipated.

INSTALLATION

The Contractor shall install the block and gravel inlet protection as shown on the detail drawing and at the locations indicated. As an option, the concrete blocks may be omitted and the entire structure made of gravel and stone. A structure made entirely of stone is commonly called a "gravel doughnut". In this case, keep the stone slope toward the inlet at 3:1 or flatter. Stone shall be washed stone with minimum 3 inch size on the basin side for stability and 1 inch or smaller (No. 57) on the flow side.

DIVISION 2 SITE WORK

02500 – TRAFFIC CONTROL

GENERAL

The purpose of these specifications is to outline the Contractor's requirements for furnishing, erecting, maintaining, relocating, and removing traffic control devices for the maintenance of traffic during the Contractor's construction operations. The Contractor shall furnish all labor, materials, accessories, equipment and tools for performing all required traffic control operations.

REFERENCES

All work shall be in accordance with:

- A. The North Carolina Department of Transportation Standards and Specifications for Roads and Structures (most recent edition)
- B. The North Carolina Department of Transportation Roadway Standard Drawings (most recent edition)
- C. The Manual on Uniform Traffic Control Devices (MUTCD) – most recent edition
- D. The North Carolina Supplement to the MUTCD
- E. Section 01000 – Special Conditions, of these Contract Documents

REQUIREMENTS

TRAFFIC CONTROL PLAN

The Contractor shall submit a traffic control and phasing plan for the overall project to be reviewed and approved by the PWC Project Engineer, prior to starting construction. The Contractor shall obtain an approved copy of the traffic control plan for the overall project area prior to any excavation within roadways. The plan must indicate how traffic will be managed, signage to be used, and potential traffic patterns resulting from plan implementation. The plan shall be submitted to the PWC Project Engineer in accordance with Section 01000 "Special Conditions" and Section 01300 "Submittals" of these Contract Documents. Failure of the Contractor to submit the required traffic control plan sufficiently in advance shall not entitle the Contractor to any extension of Contract Time.

TRAFFIC CONTROL DEVICES

The Contractor working in public rights-of-way on streets open to vehicular traffic, shall be required to provide, erect, and maintain all necessary traffic control devices throughout the project area to include any connecting streets affected by construction activities. The Contractor shall provide a sufficient number of personnel, and take all precautions for the protection of the work and safety of the public. All traffic control devices in place shall be in accordance with the approved traffic control plan. All traffic control devices and device installation shall be placed and maintained in strict accordance with the resources listed above.

The Contractor shall be liable for any damages resulting from using unapproved and/or inadequate work zone traffic control. The Fayetteville Public Works Commission reserves the

right to stop any work for non-compliance. The Contractor shall have no claim for delay due to stoppage of work as a result of non-compliance.

TRAFFIC CONTROL PLAN AND ROAD CLOSURE NOTIFICATION

1. **TRAFFIC CONTROL PLAN** – The Contractor shall notify the PWC Project Engineer, in writing, by 5:00 p.m. Wednesday, indicating which roadways will be affected by the work the following week. The Contractor shall notify NCDOT of work to be done per the terms of the approved encroachment agreement. The PWC Project Engineer shall receive copies of all correspondence via fax or email (PWC fax 910-829-0203; email addresses will be provided at the pre-construction meeting).

Traffic cannot be altered without notification and approval from the appropriate agency as outlined in the above paragraph. Failure to do so will result in the Contractor not being able to work within the street the next week.

No work on the individual streets shall start until all the traffic control devices required for the particular work activity have been installed in accordance with the approved traffic control plan.

2. **ROAD CLOSURE NOTIFICATION** - When deemed to be in the best interest of the public, the Fayetteville Public Works Commission and the Contractor, a street may be closed for a duration mutually agreed upon. The Contractor shall submit a request in writing to the PWC Project Engineer for approval to have a street closed. The PWC Project Engineer will forward the request to the appropriate agency (i.e., City, Hope Mills, NCDOT) for approval of the closure. The PWC Project Engineer will include their recommendation regarding approval or disapproval of the request. The PWC Project Engineer will respond in writing with any recommendation for approval or disapproval of the request.

The request shall be submitted a minimum of five (5) business days prior to the desired closure date. The request shall include the street name and the limits of the closure based on the points of intersection. The request shall also state the proposed duration the street is to be closed and shall include a traffic control plan showing the detour route, traffic control devices, etc. The traffic control plan submitted shall be in accordance with the requirements listed in this Specification.

Once the street closure has been approved, in writing, by the PWC Project Engineer, the Contractor accepts full responsibility for the closure, to include the installation, maintenance, and removal of all traffic control devices and all implied liability.

TRAFFIC CONTROL LOOPS

The Town of Hope Mills, City of Fayetteville, and NCDOT maintain traffic detection loops at various intersections throughout the project limits. Due to the location of the proposed utility improvements, it may be necessary for these detection loops to be damaged. The Contractor shall coordinate with the appropriate agency a minimum of three (3) days prior to excavating, in order for the agency to locate these loops, or make any necessary revisions to the traffic signal facilities.

The agency will hire a third-party contractor to repair the damaged traffic detection loops. The invoice for this work shall be submitted to the Contractor for payment. The cost for this shall be incidental to the Contract.

STEEL PLATING ROADWAYS

Steel plating shall not be used without the prior written approval of the Project Engineer. The Contractor shall submit their proposed plan to utilize steel plates a minimum of five (5) working days prior to the proposed activity. Plating shall only be considered if the trench depths are 14 feet or greater. Should plating be approved the Contractor shall adhere to the following:

1. The trench shall be adequately shored to support bridging and traffic loads.
2. The trench box shall be sealed so there are no open voids.
3. Steel plates shall rest on trench box.
4. Steel plates shall extend beyond the outer edges of the trench box on all four sides.
5. There must be a minimum of two (2) feet of compacted backfill above steel plates.
6. Compacted backfill shall match existing street grade.
7. Provide documentation that the plates are capable of supporting potential loads.

Steel plating shall not exceed two (2) consecutive calendar days in any given week. However, provided that work is progressing in that particular section of sewer the Contractor may be allowed to utilize plating for a longer duration as approved in writing by the Project Engineer.

STEEL PLATING ROADWAYS (NCDOT STREETS)

Steel plating shall not be used without the prior written approval of the Fayetteville Public Works Commission Project Engineer. The Contractor shall submit their proposed plan to utilize steel plates a minimum of five (5) business days prior to the proposed activity. Should plating be approved, the Contractor shall adhere to the following:

1. The plates shall be secured against any movement from traffic. Options include “countersinking” the plates to be flush with the existing pavement, or bolting the plates to the pavement.
2. The plates shall overlap the excavation a minimum of two (2) feet on all sides.
3. The plates shall be sufficient to withstand the expected traffic loads.
4. Provide documentation that the plates are capable of supporting potential loads.

Steel plating shall not exceed two (2) consecutive calendar days in any given week. However, provided that work is progressing in that particular section of the project, the Contractor may be allowed to utilize plating for a longer duration as approved in writing by the Fayetteville Public Works Commission Project Engineer.

MATERIALS

- A. The Contractor shall utilize interim pavement marking paint as specified in the North Carolina Department of Transportation Standards and Specifications for Roads and Structures (most recent edition)
- B. Traffic cones may be utilized when approved by the Fayetteville Public Works Commission Project Engineer. If approved, traffic cones shall either be double stacked or weighted to prevent movement by traffic.
- C. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified in these Contract Documents.

INSTALLATION

The furnishing, erecting, maintaining, relocating, and removal of traffic control devices shall be in accordance with the MUTCD (most recent edition), the requirements outlined in the approved traffic control plan, and these Contract Documents.

All traffic control devices shall be in place prior to the Contractor beginning work, removed during intervals when work is not on-going, and removed at the end of each business day (unless otherwise approved, as outlined in this specification).

The Contractor shall not obstruct or impede any traffic on adjacent streets, during the installation or removal of the traffic control devices, or during construction.

The Contractor shall not close a lane to through traffic after normal working hours and during periods of construction inactivity, unless otherwise approved in writing by the Fayetteville Public Works Commission Project Engineer.

The Fayetteville Public Works Commission Project Engineer may restrict the Contractor from placing lane closures during certain hours, holidays, or as deemed necessary for the convenience of the public. All lane closure types, hours of installation, and durations shall be as approved in writing by the Fayetteville Public Works Commission Project Engineer.

The use of police and/or trained flaggers to control traffic through the work site shall be provided by the Contractor as required. The Contractor shall be responsible for obtaining trained personnel to direct traffic and contacting local authorities for use of police for traffic control where applicable.

INTERIM PAVEMENT MARKINGS

The Contractor shall be required to place interim pavement markings (centerlines, lane lines, edgelines, railroad, and school symbols) daily on any street with existing pavement markings that have been obliterated.

THERMOPLASTIC PAVEMENT MARKINGS

The Contractor shall be required to place thermoplastic pavement marking centerlines, lane lines, and edge lines within three (3) calendar days after the completion of the resurfacing operation.

The Contractor shall be required to place all thermoplastic pavement marking symbols (arrows, crosswalks, stop lines, school symbols, railroad symbols, raised pavement markers, etc.) within seven (7) calendar days of the completion of the project.

NCDOT STREETS

All traffic control measures for work within NCDOT road rights-of-way shall be in accordance with the approved NCDOT encroachment agreement, and as specified herein. Where there is a conflict between the requirements of this specification and the approved encroachment, the requirements of the approved encroachment shall govern.

END OF SECTION

DIVISION 2 SITE WORK

02730 SANITARY SEWER SYSTEMS

GENERAL

Sanitary sewer lines and all appurtenant items shall be constructed of materials specified or indicated on the drawings. The intent and purpose of these specifications is to require a complete and satisfactory installation in every respect and any defect in material or workmanship shall be cause for the replacement and correction of such defect as directed by the Public Works Commission.

RELATED SECTIONS

- A. 02211 – Grading, Utilities
- B. 02222 – Excavation and Backfilling for Utility Systems
- C. 02732 – Sewage Force Mains

MATERIALS

SEWER MAINS

Prior to shipment each joint of pipe shall be stamped by an independent testing laboratory, certifying compliance with the specifications stated therein. Pipe sizes indicated shall be understood to be nominal inside diameter of the pipe. All sewer pipe materials shall be either PVC (as specified herein) or ductile iron (as specified herein), unless otherwise approved in writing by the Public Works Commission. Written approval shall be obtained prior to installation.

DUCTILE IRON PIPE

The raw material from all ductile iron pipe and fittings shall have an average minimum content consisting of 90% recycled iron and steel. Ductile iron pipe and fittings shall be manufactured in the United States of America in accordance with ANSI/AWWA A21.51/C151. The manufacturer of the ductile iron pipe shall be a member of the Ductile Iron Pipe Research Association (DIPRA).

All ductile iron pipe and fittings shall be in strict accordance with ANSI A21.51 and AWWA C151, Class 50 or Class 51, as applicable, in every respect. The working pressure shall be a minimum of 200 psi. Pipe shall be furnished in 18 or 20-foot lengths. All pipe joints used in open trench construction shall be furnished with "push-on" joints, unless otherwise indicated on the drawings or specified. All joints and fittings shall be in accordance with ANSI A21.11 and AWWA C111. All ductile iron interior surfaces shall be lined with two (2) coats of ceramic epoxy to produce a total minimum dry film thickness of 40 mils (Protecto401 or approved equal). The exterior pipe surfaces shall be protected with asphaltic coating as specified in AWWA C151 and C110. Specifications for the ceramic epoxy can be found in Specification Section 09802.

For aerial crossings which are 4 inches through 12 inches in diameter, manufactured restrained joint ductile iron pipe Class 53, or Class 53 flanged ductile iron pipe shall be utilized in accordance with the standard Public Works Commission detail for aerial crossings. Mega-lugs, field-lok, and gripper rings are not an allowable means of restraint for aerial crossings. For aerial crossings larger than 12 inches, or as

noted specifically on the plans, flange joint ductile iron pipe, Class 53, shall be utilized in accordance with the standard Public Works Commission details. The location of flanges shall be specifically designed for each application. The flange pipe shall be in accordance with ANSI/AWWA C-115/A21.15. Threads for threaded flange pipe shall be in accordance with ANSI B2.1, shop fabricated as outlined by AWWA 115 with serrated faces furnished on the pipe, completely factory installed. Welding of flanges to the body of the pipe will not be acceptable. Ductile iron fittings and flanges shall be in accordance with ANSI/AWWA C-110/A21.10 with a minimum working pressure of 250 psi. Gaskets shall be full faced SBR rubber per ANSI/AWWA C-111/A21.11 with a minimum 1/8" thickness. Linings and coatings shall be as outlined for ductile iron pipe.

If the Public Works Commission determines that an expansion coupling is required, it shall be installed as indicated on the drawings. The expansion coupling shall not be buried.

For subsurface water crossings (i.e., streams, wetlands), restrained joint ductile iron pipe shall be utilized. No mechanical restraint systems (e.g., mega-lugs, field-lok gaskets, etc.) shall be utilized. The pipe shall be installed in a casing, in accordance with the approved Public Works Commission detail, unless otherwise specifically approved by the Public Works Commission.

PVC PIPE

PVC sewer pipe and fittings 4 inches thru 15 inches shall be in accordance with ASTM D-3034 with a standard dimension ratio (SDR) of 26 for sewer mains and laterals. Larger diameter pipe (18 inches through 27 inches) shall be in accordance with ASTM F-679, with a SDR of 26. Both pipe and fittings shall be made of PVC plastic having a cell classification of 12454 as specified in ASTM D-1784.

Pipe joining shall be push on elastomeric gasket joints only and the joints shall be manufactured and assembled in accordance with ASTM D-3212. Elastomeric seals shall meet the requirements of ASTM F-477. The pipe shall be furnished with integral bells and with gaskets that are permanently installed at the factory and in accordance with ASTM D-3212 and contain a steel reinforcing ring. PVC sewer pipe shall be made by continuous extrusion of prime green unplasticized PVC and contain identification markings as required by the applicable ASTM standard.

SEWER FITTINGS

Ductile Iron Push-on Fittings:

Ductile iron sewer fittings on PVC mains shall be deep bell, gasketed joint, and air test rated. Gasket grooves shall be machined in the factory. Material shall be ductile iron, in accordance with ASTM A536, Grade 65-45-12 and ASTM F1336. Wall thickness shall meet the requirements of AWWA C153. Gaskets shall have a minimum cross sectional area of 0.20 square inches, and conform to ASTM F477. All ductile iron fittings shall have an interior coating of Protecto 401, or approved equal. All ductile iron fittings on PVC pipe shall provide a flow line that provides a smooth transition between the materials. Ductile iron fittings shall be as manufactured by the Harrington Corporation (Harco), or approved equal.

Mechanical Joint Fittings:

Joints shall be installed in accordance with AWWA C-600 and shall conform to AWWA Standard C-111. Mechanical joints shall be of the stuffing box type and shall conform to ANSI A21.11 for four inch (4") pipe and larger. Fittings and specials shall be ductile iron and shall be manufactured in accordance with AWWA Standard C-110 (ANSI A21.11). Compact fittings shall be ductile iron in accordance with ANSI

A 21.53 (AWWA C-153) for 4" thru 24" sizes only. Note: mechanical joint wyes are not included in the AWWA C-153 specification. Pressure rating shall be not less than 200 psi unless otherwise specified. All ductile iron fittings shall have an interior coating of Protecto 401, or approved equal. Mechanical joint fittings shall be utilized on ductile iron mains and ductile iron laterals. Mechanical joint fittings shall not be utilized on PVC mains, unless otherwise approved by the Public Works Commission.

PVC Fittings:

PVC fittings shall be manufactured in accordance with ASTM D-3034, F-1336, and F-679. Molded fittings shall be utilized in sizes from 4" to 8" (or larger, if available). Fabricated fittings shall only be utilized with prior approval from the Public Works Commission. Fabricated fittings are defined as those fittings that are made from pipe or a combination of pipe and molded components. All PVC fittings shall contain identification markings as required by the applicable ASTM standard. All PVC fittings shall be gasketed joint, except as indicated for interior drop structures. Plastic fittings shall be as manufactured by GPK Products, Inc., Plasti-Trends, the Harrington Corporation (Harco), or approved equal.

Ductile Iron Pipe Size x SDR26 Transition Adapter:

All ductile iron x PVC transition adapters shall be one (1) piece, bell x bell (gasket x gasket). Transition adapters shall range in size from four (4) inches through 12 inches. Transition adapters for pipe larger than 12-inches shall be as specified by the Public Works Commission. All transition adapters shall have a flow way tapered to allow a smooth transition between the ductile iron and PVC. Transition adapters shall be either PVC or ductile iron, in accordance with the following:

PVC – All PVC transition fittings shall be made from DR 18 C900 pipe stock. The C900 pipe stock shall meet the requirements of AWWA C900/C905, and have a minimum cell classification of 12454 as defined in ASTM D1784. The wall thickness shall meet or exceed DR 18. PVC transition fittings shall have SBR gaskets in accordance with ASTM F477. All six (6) inch and eight (8) inch adapters shall be molded. Molded fitting joints shall be 235 psi rated, in accordance with ASTM D3139, and shall have SBR rubber gaskets. Four (4) inch, ten (10) inch and 12 inch transition adapters shall have SBR Rieber style gaskets meeting ASTM F477. Joints shall be 235 psi rated, in accordance with ASTM D3139 for the C900 (ductile iron) bell, and in accordance with ASTM D3212 for the sewer (SRD26) bell. Molded C900 bell depths shall comply with AWWA C907. Fabricated (4-inch, 10-inch and 12-inch) bell depths and molded sewer (SDR26) bell depths shall be in accordance with ASTM F1336. PVC transition adapters shall be manufactured by the Harrington Corporation (Harco), GPK Products, or approved equal.

Ductile iron – Ductile iron transition fittings shall be deep bell, push-on joint, and air test rated. The ductile iron material shall comply with ASTM A536, Grade 65-45-12 or 80-55-06. The bell depth shall be in accordance with ASTM F1336. Gaskets shall be of SBR rubber, in accordance with ASTM F477. Transition gaskets are not allowed. All ductile iron transition fittings shall have an interior coating of Protecto401 or approved equal. Ductile iron transition fittings shall be manufactured by the Harrington Corporation (Harco) or approved equal.

Saddles:

Sewer service saddles may be utilized for sewer lateral installations. All sewer service saddles shall be ductile iron with stainless steel straps, bolts, nuts, and washers. The nuts shall be coated to prevent galling. The saddle body shall be ductile iron, in accordance with ASTM A536, Grade 65-45-12. The gasket material shall be SBR, in accordance with ASTM D2000. Saddles for PVC or DI laterals shall have an alignment flange. Sewer service saddles shall be as manufactured by Geneco, or approved equal. All stainless steel straps shall be pre-formed at the factory, to the specified outside diameters of the pipe.

SEWER LATERALS

Ductile iron laterals – For ductile iron mains, utilize mechanical joint fittings or an approved saddle with an alignment flange (Geneco or approved equal). For PVC mains, utilize an approved saddle with an alignment flange (Geneco or approved equal) or ductile iron fittings as specified above.

PVC laterals – utilize a saddle with an alignment flange (Geneco or approved equal) on PVC or ductile iron mains; utilize a mechanical joint tee with SDR 35 transition gaskets on ductile iron mains; or utilize PVC fittings as specified above on PVC mains.

The following table summarizes the materials to be utilized for sewer main to lateral connections:

	PVC Main	DI Main
DI Lateral	DI fitting or approved saddle	MJ fitting or approved saddle
PVC Lateral	PVC fitting or approved saddle	MJ fitting with transition gasket or approved saddle

Sewer laterals shall be in accordance with these Specifications and PWC standard details S.10, S.11, and S.12.

PRECAST CONCRETE MANHOLES

Pre-cast circular reinforced concrete manhole units shall be in accordance with ASTM C-478. The tongue and groove ends of the manhole sections shall be manufactured for jointing with rubber gaskets (i.e., con-seal). An eccentric cone shall be utilized on all manholes, unless otherwise approved by the Public Works Commission.

Manhole steps shall be placed in all manholes and shall be steel reinforced (½" grade 60) copolymer polypropylene plastic steps in accordance with ASTM C-478 for material and design. The steps shall be spaced 16" on center with serrated treads and wide enough to stand on with both feet.

Manhole frames and covers shall be made of gray cast-iron, and the iron shall possess a tensile strength of not less than 18,000 psi. Cast iron shall conform to ASTM Specification A 48-83 Class 35. The frame and cover shall be manufactured by the same manufacturer. All castings shall be in accordance with Public Works Commission standard details. Any defective castings shall be removed and replaced.

Any special linings and coatings that are specified for a manhole and installed at the production facility, in the field, or during repairs, shall be applied in accordance with the applicable special coatings specification and the manufacturer’s specifications for that material.

Camlock ring and covers shall be in accordance with Public Works Commission standard details. Camlock bolt head shall be compatible with PWC standard tool for turning camlock mechanism. Camlock ring and covers shall be installed as indicated on the drawings, in accordance with PWC standard details.

SELECT BEDDING MATERIAL

Select bedding material shall be crushed stone (No. 57 or No. 5), in accordance with Public Works Commission standard details. Bedding material shall be provided for all pipe materials.

INSTALLATION

Pipe installation shall be in strict accordance with Specification Section 02222 – Excavation and Backfilling for Utility Systems and as outlined herein.

PIPE LAYING

Pipe installation shall be in accordance with the manufacturer's instructions. Proper equipment shall be utilized to perform the work in a manner satisfactory to PWC. All pipes and fittings shall be carefully lowered into the trench in such a manner to prevent damage to the protective coatings and linings. Under no circumstances shall pipe materials be dropped or dumped into the trench. Pipe shall be carried into position and not dragged.

All dust, dirt, oil, tar (other than standard coating), or other foreign matter shall be cleaned from the jointing surfaces, and the gasket, bell, and spigot shall be lubricated with lubricant recommended by the manufacturer.

The pipe shall be laid upgrade, beginning at the lower end with the tongue or spigot ends pointing in the direction of the flow to the correct line and grade, unless otherwise approved by PWC. The pipe section to be installed shall be aligned by batter board or laser beam with the last installed pipe section. Mechanical equipment should not be used to assemble the pipe. Pipe shall be assembled in accordance with the pipe manufacturer's instructions. Any damage resulting from the use of mechanical equipment shall be replaced as directed by PWC.

Adjustments in grade by exerting force on the barrel of the pipe with excavating equipment shall not be allowed. The Contractor shall verify line and grade after assembling each joint.

At any time when pipe laying is not in progress, the open ends of the pipe shall be closed by a water tight plug or other means approved by the PWC Project Coordinator. If water is in the trench, the plug shall remain in place until the trench is pumped completely dry. No pipe shall be laid in water or where in the PWC Project Engineer's and/or PWC Project Coordinator's opinion trench conditions are unsuitable. Every precaution shall be taken to prevent material from entering the pipe while it is being installed.

ALIGNMENT AND GRADE

All pipe shall be installed to the required lines and grades. Structures shall be installed at the required locations. The lines and grades of the pipe will generally be indicated by stakes parallel to the line of the pipe. The Contractor shall be responsible for installing the pipe to proper line and grade.

Pipe shall be visually inspected by shining a light between structures and /or by closed circuit television inspection. Any defects discovered, including poor alignment, shall be corrected as directed by the Public Works Commission.

The bottom of the trench shall be excavated to a minimum of four inches (4") below the outside bottom of the pipe being installed to allow adequate placement and compaction of bedding material prior to installation.

Select bedding material shall be placed a minimum of four inches (4") and a maximum of six inches (6") under the pipe for full width of the trench and halfway up the pipe on the sides. Bedding material shall be placed in layers not exceeding six inches (6") loose thickness for compacting by vibratory mechanical tamps under the haunches and concurrently on each side of the pipe for the full width of the trench. The

final result shall be "Class B" bedding for rigid pipe. If the existing material under the pipe bedding material is unsuitable, the unsuitable material shall be removed and replaced with select bedding material (No. 57 or No. 5 stone), as authorized and approved by the Public Works Commission Project Coordinator.

The same material pipe shall be utilized from manhole to manhole, unless otherwise approved by PWC. If the section of pipe between manholes is 250 feet or less, no transitions will be allowed (either all PVC or all ductile iron). Should the length between manholes exceed 250 feet, only one transition will be allowed. Use of a C900 x SDR 26 adaptor shall be used to accomplish the transition. A transition is defined as the use of one C900 x SDR26 adaptor. No more than one (1) adaptor shall be utilized in any given manhole to manhole segment.

All manholes shall be constructed to Public Works Commission's standards. Installation shall be in accordance with ASTM C-891 and PWC standards.

Manholes shall be constructed of precast reinforced concrete circular sections installed on a base riser section with integral floor and shall be cored to accommodate the various pipe connections, as indicated on the drawings. Pipe connections to a manhole shall be by gasketed flexible watertight connections (boot for small diameter and A Loc for larger diameter pipe) or as approved by the Public Works Commission. The manhole size shall be in accordance with the following table, unless otherwise specified:

<u>Pipe Size</u>	<u>Manhole Diameter **</u>
24" and less	48" *
27" - 36"	60"
42"	72"

* Where interior drop structures are required, use 60" diameter as required in the Public Works Commission standard details.

** Where multiple connections or acute angles are required, larger diameter manhole may be required as indicated on the plans.

The invert channel shall be constructed of brick and mortar, in accordance with Public Works Commission standard details. **Precast inverts are not allowed.** The invert channel shall be smooth and semicircular in shape conforming to the inside of the connecting sewer section. Changes in direction of flow shall be made with a smooth curve as large as a radius as the size of the manhole will permit without a decrease in flow velocity. Changes in size and grade of the channel shall be made gradually and evenly. The invert channel walls shall be constructed to three quarters (3/4) of the height of the crown of the outlet sewer and in such a manner not to obstruct maintenance, inspection or flow in the sewers. The inverts shall have a minimum slope of one (1) percent across the bottom of the manhole. A shelf shall be provided on each side of any manhole invert channel. Inverts in manholes with standing water will not be acceptable. The shelf shall be sloped not less than 1:12 (min) and no more than 2:12 (max). The bottom of the boot for the new sewer main or lateral shall be set one inch above existing shelf unless otherwise indicated.

When used in a paved street, the ring and cover shall be set in suitable mortar surrounded by a concrete collar in accordance with Public Works Commission standard details. When used in places other than in a paved street, the ring and cover shall be set to the grade shown on the plans or directed by the Public Works Commission. In unpaved areas cam-lock ring and cover shall be used. Camlock ring and cover shall be installed in accordance with Public Works Commission standard details.

The interior manhole riser joints, lift holes and grade adjustment rings shall be sealed with non-shrinking mortar to provide a watertight manhole. Lift holes sealed by the manufacturer with plastic caps do not require mortar seal. The hardened mortar shall be smooth to rub with no sharp edges. Use of grade rings with cam-lock ring and cover are not allowed, unless approved by the PWC Project Coordinator. **Use of grade rings is not allowed for above grade adjustments.**

All exterior manhole riser joints, including the joint at the cone, shall be sealed with an external rubber sleeve. The sleeve shall be made of stretchable, self-shrinking rubber, with a minimum thickness of 30 mils. The back side of each wrap shall be coated with a cross-linked reinforced butyl adhesive. The butyl adhesive shall be a non-hardening sealant, with a minimum thickness of 30 mils. The seal shall be designed to stretch around the manhole joint and then overlap to create a fused bond between the rubber and butyl adhesive. The application shall form a continuous rubber seal for the life of the application. The sealing system shall be as manufactured by Concrete Sealants, Inc. (Con-Seal), Sealing Systems, Inc., or approved equal. The wrap shall be a minimum of six (6) inches in width, and shall be centered on the joint. All manhole joints (including the cone section to the last riser) shall be wrapped and sealed. Care shall be taken to prevent damage to the wrap during backfill operations. The manhole surface shall be prepared in accordance with manufacturer's specifications, prior to installing the joint wrap.

Materials shall not enter the sewer line during construction of the manhole. The manhole shall be kept clean of any and all debris or materials. Any debris or material that entered the manhole shall be immediately removed. This condition shall be maintained until final acceptance of the work.

CONNECTION TO EXISTING MANHOLES OR LIFT STATIONS

All connections to existing manholes and/or lift stations shall be approved by the Public Works Commission. Where new mains are to be connected to existing active sanitary sewers, the active sewers shall remain in service. Unless otherwise indicated, where new lines are connected into existing manholes, all or such portion of the manhole invert as is necessary shall be removed and a new invert shall be constructed to accommodate both new and existing flows. All work shall conform to the requirements specified for new manholes. The existing structure connection shall be cored and a flexible watertight connection (i.e., boot) installed. The boot shall be installed in accordance with Public Works Commission standard details and requirements. The Contractor shall coordinate and cooperate with the Public Works Commission's Project Coordinator.

PIPE TO MANHOLE CONNECTOR (BOOT)

A watertight, flexible pipe-to-manhole connector shall be utilized on all pipe to manhole connections, for both new and existing manholes and pipes, unless otherwise specifically authorized in writing by the Public Works Commission.

The connector assembly shall be the sole element to provide a watertight seal of the pipe to the manhole or other structure. The connector shall consist of a rubber gasket, an internal compression sleeve, and one or more external take-up clamps. The connector shall consist of natural or synthetic rubber and Series 300 non-magnetic stainless steel. No plastic components shall be allowed.

The rubber gasket shall be constructed of synthetic or natural rubber, and shall meet or exceed the requirements of ASTM C-923. The connector shall have a minimum tensile strength of 1,600 psi. The minimum cross-sectional thickness shall be 0.275 inches.

The internal expansion sleeve shall be comprised of Series 300 non-magnetic stainless steel. No welds shall be utilized in its construction.

Installation of the connector shall be performed utilizing a calibrated installation tool furnished by the connector manufacturer. Installation shall require no re-tightening after the initial installation. Installation shall be done in accordance with the manufacturer's instructions.

The external compression take-up clamps shall be Series 300 non-magnetic stainless steel. No welds shall be utilized in its construction. The clamps shall be installed utilizing a torque-setting wrench furnished by the connector manufacturer. Installation shall be done in accordance with the manufacturer's instructions.

The Contractor shall utilize the proper size connector in accordance with the connector manufacturer's recommendations. All dead-end pipe stubs shall be restrained in accordance with ASTM C-923.

The finished connection shall provide a sealing to a minimum of 13 psi, and shall accommodate a minimum pipe deflection of seven (7) degrees without the loss of seal.

The pipe to manhole connector shall be PSX: Direct Drive as manufactured by Press-Seal, or approved equal.

INSIDE DROP MANHOLE STRUCTURE

Inside manhole drop structures shall be constructed and installed in accordance with Public Works Commission standard details.

CLEANING

Prior to final inspection, all sanitary sewer laterals, mains, and manholes newly installed on the collection system shall be flushed and cleaned. During the flushing operation, the downstream manhole shall be closed with a watertight plug to protect the existing sewer main. All water and debris shall be removed and properly disposed of by the Contractor. This condition shall be maintained until the Public Works Commission issues final acceptance for the project.

TESTING

Completed sewers shall be tested in accordance with the provisions outlined below. The Contractor shall furnish all equipment, labor, materials, and pay all costs associated with the tests performed. The Contractor shall schedule all testing with the Public Works Commission's Project Coordinator, a minimum of 48 hours in advance. The Contractor shall cooperate with the Public Works Commission's Project Coordinator and furnish any needed assistance necessary to complete the required testing.

For annexation and/or retrofit projects: No testing shall be conducted prior to successful completion of the compaction testing.

For all other projects: No testing shall be completed until all utilities are installed, prior to preparation of the road subgrade. The Contractor may elect to perform testing to satisfy them that the sewer utility is installed properly prior to commencing installation of other utilities. However, such testing shall not be construed as acceptance by PWC.

The deflection/mandrel test shall not be performed until a minimum of thirty (30) calendar days after backfill operations are completed and the area graded to final contours. In lieu of waiting thirty (30) calendar days, the Contractor has the option to have an independent testing laboratory verify that compaction has been completed to achieve the maximum density as shown in the detail. The location and elevation of the compaction testing shall be determined reviewed and approved by the Public Works Commission’s Project Coordinator. The Contractor shall provide the Public Works Commission with a copy of the density testing results.

Compaction testing shall be done in accordance with Specification Section 02222 – Excavation and Backfilling for Utility Systems.

Vacuum Testing Manholes:

All precast sanitary sewer manholes installed by the Contractor shall be vacuum tested for leakage. This test shall be done in accordance with ASTM C-1244 and in the presence of a Public Works Commission Project Coordinator. The Contractor shall be responsible for providing all the necessary labor, materials, equipment, testing apparatus, and all other incidentals necessary to complete the vacuum test. All testing equipment utilized shall be approved for use in vacuum testing manholes.

Each manhole shall be tested after assembly. All lift holes shall be plugged with an approved non-shrink grout. All lines, including laterals, entering the manhole shall be temporarily plugged. The Contractor should take care to ensure that the pipes and plugs are secure in place to prevent them being drawn into the manhole. The test head shall be placed directly on top of the concrete surface of the manhole following the manufacturer’s recommendations, rather than to the cast iron seating ring.

Manholes may be tested either prior to backfill or post backfill at the contractor’s option. For pre-backfill testing, a vacuum of 10 inches of Mercury (inches Hg) shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of Mercury (inches Hg). The manhole is acceptable if the time for the vacuum reading to drop from 10 inches of Mercury to 9 inches of Mercury meets or exceeds the values indicated below:

<u>Manhole Depth</u>	<u>Diameter of Manhole</u>		
	<u>4’ Diameter</u>	<u>5’ Diameter</u>	<u>6’ Diameter</u>
10’ or less	25 sec	33 sec	41 sec
11’ to 15’	38 sec	49 sec	62 sec
16’ to 20’	50 sec	65 sec	81 sec
21’ to 25’	62 sec	82 sec	101 sec
25’ to 30’	74 sec	98 sec	121 sec

Vacuum testing backfilled manholes is not recommended in the presence of groundwater. Vacuum testing a backfilled manhole that is subjected to hydrostatic pressure may exceed the design limits of the flexible connectors and could lead to failure of the structure, joints, and/or connectors. Where groundwater is present a reduction in the vacuum pressure applied to the manhole will be required. The vacuum shall be reduced by 1 inch of Mercury for every 1 foot of hydrostatic head between 12 feet and

21 feet. A vacuum test should not be performed when the hydrostatic head exceeds 22 feet. See the chart below:

Hydrostatic Head (ft)*	12	13	14	15	16	17	18	19	20	21	22
Vacuum Pressure (in Hg)	10	9	8	7	6	5	4	3	2	1	**

*Hydrostatic head above the critical connector (critical connector is bottom most flexible connector)

**Do not perform vacuum test

If the manhole fails the initial test, the manhole shall be repaired by an approved method until a satisfactory test is obtained. All repair methods shall be approved by the Public Works Commission prior to being utilized. Retesting shall be performed until a satisfactory test is accomplished.

Mandrel Testing:

Deflection tests shall be performed on all PVC pipe installations. PVC pipe's maximum deflection after backfilling shall not exceed five (5) percent. The rigid ball or mandrel used for the deflection test shall have a diameter not less than 95 percent of the base inside diameter or average inside diameter of the pipe depending on the type of pipe manufactured and the applicable ASTM Standard. The PVC pipe shall be measured in compliance with ASTM D2122 “Standard Test Method of Determining Dimensions of Thermoplastic Pipe and Fittings”. The Contractor shall supply all labor, equipment and materials necessary to perform the test in the presence of the Public Works Commission’s Project Coordinator. The test shall be performed without mechanical pulling devices. The mandrel shall be constructed so as to preclude any yield in diameter, and with a pull line on each end to facilitate withdrawal. If the deflection exceeds the allowable, the Contractor shall remove and replace the pipe.

Air Testing:

Air testing shall be performed on all mains and laterals to determine acceptability. The length of sewer subject to an air test shall be the distance between two adjacent manholes. The tests shall be conducted in accordance with the appropriate ASTM standard. The air test shall be coordinated with the Public Works Commission. The Contractor is required to supply all equipment, labor, materials and pay all costs associated with the test performed.

Air Test for PVC Pipe

The low pressure air test on PVC pipe shall be performed with satisfactory results in accordance with ASTM F1417 “Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines Using Low-Pressure Air”. The pipe, including lateral assemblies, shall be plugged and air added slowly until the internal pressure of the line is raised to 4.0 psi. After the pressure of 4.0 psi is obtained, regulate the air-supply so that the pressure is maintained between 3.5 and 4.0 psi for at least two (2) minutes, depending on air/ground temperature conditions. The pressure will drop slightly until equilibrium is obtained; however, a minimum of 3.5 psi is required. Once the 3.5 psi is maintained, the test will begin. If the pressure drops 1.0 psi within the time indicated below, the test fails.

Pipe Dia (in)	Minimum time (minutes)	Length for Min Time (ft)	Time for Longer Length (sec)
4	3:46	597	0.380L
6	5:40	398	0.854L
8	7:34	298	1.520L
10	9:26	239	2.374L
12	11:20	199	3.418L

15	14:10	159	5.342L
18	17:00	133	7.692L
21	19:50	114	10.470L
24	22:40	99	13.674L
27	25:30	88	17.306L
30	28:20	80	21.366L
33	31:10	72	25.852L
36	34:00	66	30.768L

The Contractor shall observe all safety precautions to include allowing no one in the manholes during testing, securing all plugs and providing additional plug bracing. The Contractor shall be required to furnish, install and remove after testing at no additional cost, a temporary glue cap/plug to be airtight for all cleanout stacks to accomplish air testing. The air pressure shall never exceed 8 psi. All gauges shall be accessible outside of the manholes.

HYDROSTATIC TESTS

After the ductile iron sewer pipe has been laid within the "protected" area and backfilled to finished grade, the pipe shall be subjected to a hydrostatic pressure test. All laterals within the "protected" area shall be ductile iron. All sewers subject to hydrostatic testing shall include (1) sewers entering or crossing streams, (2) sewers located less than 100 feet from any public or private water supply source including any WS-I waters or Class I or Class II impounded reservoirs, (3) where the minimum 18 inch vertical and 10 feet horizontal separation cannot be maintained between sewers and water mains (see NC DENR Regulations), or (4) as specified and/or indicated on the drawings. The Contractor will furnish all labor and material, including test pumps, plugs, and all other incidentals for making hydrostatic tests. Hydrostatic pressure testing shall be conducted on the completed main, including the laterals.

The duration of the pressure test shall be at least one hour or longer, as directed by the Public Works Commission. The hydrostatic pressure shall be 150 psi. Each section of pipe shall be slowly filled with water and the specified test pressure based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Public Works Commission. Before applying the specified test pressure, all air shall be expelled from the pipe.

All joints showing visible leaks shall be made tight. Cracked or defective pipe, joints, laterals, and fittings discovered in consequence of the pressure test shall be removed and replaced with sound material, and the test shall be repeated until the test results are satisfactory. The requirement for the joints to remain exposed for the hydrostatic test may be waived by the Public Works Commission in certain situations. The test shall be repeated until satisfactory to the Public Works Commission.

The results of the pressure tests shall be satisfactory as specified. All replacement, repair, or retesting shall be accomplished by the Contractor. All repairs shall be reviewed and approved by the Public Works Commission prior to backfill. The use of couplings, sleeves, etc. shall be reviewed and approved by the Public Works Commission prior to use.

**DIVISION 2
SITE WORK**

02750 WASTEWATER FLOW CONTROL

GENERAL

The intent and purpose of these specifications is to provide wastewater flow control, i.e., bypass pumping, of the sanitary sewer flows during the Contractor's operations. The Contractor shall furnish all labor, materials, accessories, equipment and tools for performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed.

The Contractor shall provide all pumps, piping, and other equipment to accomplish this task; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to equal or better condition to the satisfaction of the Fayetteville Public Works Commission. The Contractor shall be responsible for the design, installation, operation, and maintenance of the temporary bypass pumping system. The Contractor shall provide sufficient documentation to the Fayetteville Public Works Commission to demonstrate that he, or his designated subcontractor, have the experience in the design, installation, and maintenance of temporary bypass pumping systems.

RELATED SECTIONS

- A. Section 02305 – Pipe Bursting
- B. Section 02500 – Traffic Control
- C. Section 02730 – Sanitary Sewer System
- D. Section 02760 – Television Inspection
- E. Section 02766 – Sewer Line Cleaning
- F. Section 02780 – Cured-in-Place Lining

REQUIREMENTS

The Contractor shall be responsible for all aspects of the bypass operation, including but not limited to: providing access to install, move, and maintain the pumps in the proper position, traffic control, installation and removal of bypass equipment, pump monitoring, testing of the bypass system, re-fueling, maintenance, notification of property owners (should access to private property be necessary), wastewater and fuel spill containment, and removal and replacement of manhole cones (if necessary). The bypass system (pumps and piping) shall be monitored by Contractor personnel at all times, when the bypass operation is in effect.

The Contractor shall have all materials and equipment on site to immediately respond to any emergencies or other event that could impact the bypass system (i.e., leak in the discharge piping, pump failure, flooding, etc.). The Contractor shall have sufficient support staff and equipment to mobilize to repair and/or service any equipment within one (1) hour of notification, 24 hours a day, seven (7) days a week. In the event of an emergency, the Contractor shall provide an immediate response and fully cooperate with the Fayetteville Public Works Commission.

The Contractor shall install the bypass pumps, equipment, and discharge lines to minimize impacts to the property owners, residents, and environment. The Contractor shall be responsible for determining the best location for the bypass equipment, to include, but not limited to, the need for any special provisions to ensure access for the customers, preventing the pumps and manholes from flooding, etc. Such special provisions include, but are not limited to: installation of ramps, excavation and burial of the bypass lines,

temporary fencing, sandbagging, construction of berms, raising the pumps, etc. The Contractor bears all responsibility for the maintenance and restoration of any trenches, ramps, access, etc. necessary for the temporary bypass pumping operation.

The Contractor shall take appropriate steps to ensure that all pumps, piping and hoses that carry raw sewage are protected from traffic. The Contractor shall identify the proposed methods to protect the temporary bypass pumping system from traffic as part of the detailed temporary bypass pumping plan. Traffic control shall be performed in accordance with these Contract Documents.

The bypass pumping system shall be monitored by Contractor personnel at all times (24 hours a day, 7 days a week), when the bypass operation is in effect. The Contractor's personnel shall be on-site at all times (24 hours a day, 7 days a week), and stationed at the primary bypass pumps. Depending on the location and system set-up, it may be necessary for the Contractor to station personnel at each of the various bypass pump locations. Unless otherwise approved by the Fayetteville Public Works Commission, one (1) person cannot monitor multiple bypass pump locations. All bypass pumps, regardless of their location (primary or on secondary lines), shall be equipped with an automatic dialer (or other similar device). The Contractor personnel shall immediately respond to any issue regarding the temporary bypass pumping system. All temporary bypass piping shall be periodically monitored (patrolled from pumps to discharge), but no less frequently than once every 12 hours. The bypass pumping equipment shall be automated and capable of functioning without the assistance of an operator.

SUBMITTALS

All submittals shall be provided in accordance with these Contract Documents, and the requirements outlined herein. The Contractor shall submit a detailed bypass pumping plan to the Fayetteville Public Works Commission for approval, prior to initiating the bypass operation. The Contractor shall submit this information far enough in advance to allow sufficient time to complete the necessary coordination, including but not limited to obtaining permits (i.e., encroachments), getting permission from property owners to cross and/or utilize their property, and gaining any necessary regulatory approvals. Failure to submit a complete and comprehensive bypass pumping plan in a timely manner shall not be cause for any extension of the Contract Time.

The detailed temporary bypass pumping plan shall include the following information:

- Method of monitoring the pumps to ensure proper operation, to include method of notifying personnel (Fayetteville Public Works Commission and Contractor) in the event of an emergency, activation of back-up pumps, etc.
- Method of monitoring upstream system levels to ensure surcharging does not result in back-ups into buildings, overflows, etc.
- The amount, if any, of any required surcharging.
- Method to initiate back-up pumps.
- Map showing general location of the pumps and bypass lines. This shall include means to maintain access to driveways, etc.
- Measures to secure the bypass system (lines, pumps, etc.) from traffic, vandalism, high stream flows, etc.
- Method of plugging (and securing the plug(s)) and type of plugs.
- Size and location of manholes or other access points for suction and discharge piping.
- Size of pipeline(s) or conveyance system(s) to be bypassed.
- Number, size, material, location, and method of installation of suction piping.
- Number, size, material, location, and method of installation of discharge piping.

- Bypass pump sizes, capacities, and number of each size to be provided on-site, including all primary, secondary, and spare pumping units.
- Calculations of static lift, friction losses, minimum inlet submergence, and flow velocity (pump curves showing pump operating range shall be submitted). Calculations shall be signed and sealed by a licensed Professional Engineer registered in the State of North Carolina. Calculations shall be provided for both the peak flow rate and a normal daily rate (see PUMPING AND BYPASSING section for sizing requirements).
- Measures to protect discharge manhole(s) or structure(s) from erosion and damage due to the bypass operation.
- Erosion control measures.
- Emergency contact information for the personnel responsible for the pump operation.
- Emergency contact information for Contractor personnel to respond in the event of an emergency.
- List of available resources (equipment, materials, personnel) and contact information for emergency response.
- Method to contain potential releases of sewer flow from air release valves.
- Contingency plan for responding to potential sewer spills caused by weather, vandalism, acts of God, etc. The plan shall include communication protocols, available resources, and the steps to be taken in the event of an emergency.

No bypass operations shall proceed until all bypass submittals have been reviewed and approved by the Fayetteville Public Works Commission.

COORDINATION

The Contractor shall fully coordinate their temporary bypass pumping operations with the Fayetteville Public Works Commission. It is the Contractor's responsibility to fully determine the scope and location of the temporary bypass pumping system. As outlined in these Contract Documents, the Fayetteville Public Works Commission may provide assistance with the building and maintenance of access roads, clearing of easements, etc. All coordination (to include location of the pumps and discharge lines) shall be fully discussed and agreed to prior to commencement of bypass operations.

The Contractor shall schedule a coordination meeting with the Fayetteville Public Works Commission and other personnel (Contractor, bypass sub-contractor, etc.) a minimum of three (3) business days prior to starting the temporary bypass pumping system. The purpose of this coordination meeting is to ensure that the Contractor and their sub-contractors have a good understanding of the requirements and expectations of operating the temporary bypass pumping system, discuss contingency plans (to include protocols for emergency contacts), identify location(s) of pumps, verify necessary materials (repair sleeves, containment devices, etc.) are on-site and available, and any other items necessary to ensure that the Fayetteville Public Works Commission has confidence that the appropriate personnel can operate and maintain the temporary bypass pumping system. Should, for any reason, the Fayetteville Public Works Commission deem that the Contractor and/or their sub-contractor is not prepared to operate and maintain the temporary bypass pumping system, the temporary bypass pumping system shall not be started. The Contractor shall take all necessary steps to address any concerns to the satisfaction of the Fayetteville Public Works Commission. Upon completion of those actions, another coordination meeting shall be held, in order for the Fayetteville Public Works Commission to confirm that the Contractor and their sub-contractor is prepared to operate and maintain the temporary bypass pumping system. This process will be repeated until the Fayetteville Public Works Commission is satisfied that the Contractor and their sub-contractor are prepared to operate and maintain the temporary bypass pumping system. No additional contract time will be granted for this delay.

The temporary bypass pumping system shall run for a minimum of 24 hours, or longer as deemed by the Fayetteville Public Works Commission, prior to any activity occurring (cleaning, closed circuit television {CCTV}, etc.) within the main(s) being bypassed.

FLOW CONTROL PRECAUTIONS

Where the raw sewage flow will be blocked during the Work as a result of the temporary bypass pumping operation, the Contractor shall take all necessary precautions to protect the public health. No septic conditions shall be allowed due to Contractor's operations. The sewer system (mains, manholes, laterals, etc.) shall also be protected from damage. The following occurrences shall not be allowed:

1. No sewage shall be allowed to back up into any homes or buildings.
2. No sewage shall overflow any manholes, cleanouts or any other access to the sewers.
3. Users upstream of the project area shall be able to use all their water and sewer utilities without interruption or limitations.

If any of the above occur or are expected to occur, the Contractor shall take immediate action to alleviate one or all of the conditions. Additionally, the Contractor is required to observe the conditions upstream of the plug and be prepared to immediately increase bypass pumping or release the flows, as required. Any damage claims resulting from the Contractor's failure to properly maintain sewer flows shall be the Contractor's responsibility.

All sump pumps, bypass pumps, trash pumps or any other type pump which pulls sewage or any type of material out of the sanitary sewer system shall discharge into another sanitary sewer manhole, or appropriate vehicle or container acceptable to the Fayetteville Public Works Commission. Under no circumstances shall untreated sanitary sewer be discharged, stored or deposited on the ground, swale, road or open environment. The Contractor shall not allow any flow of sewage onto private property, streets, or into creeks and drainage systems. Damage due to negligence of the Contractor, including, but not limited to, flooded dwellings, damaged property, damaged driveways, etc., shall be corrected immediately by the Contractor at no additional cost to the Fayetteville Public Works Commission.

PLUGGING AND BLOCKING

In some applications, the wastewater flow may be plugged and contained within the capacity of the collection system. This shall only be done when it has been determined the system can accommodate the surcharging without any adverse impact. The Contractor has the sole responsibility for determining whether the system can accommodate surcharging. If this option is selected, the Contractor shall be responsible for continuously monitoring the system to ensure no sewer spills or overflows occur.

A sewer line plug shall be inserted into the line at a manhole upstream from the section being surveyed or repaired. The plug shall be so designed that all or any portion of the operation flows can be released. The Contractor shall secure the plug, to prevent it from being dislodged and moving downstream. Flows shall be bypassed for the initial CCTV inspection and shall be bypassed throughout the duration of the work, to include the final CCTV inspection. Flows shall be bypassed in accordance with the approved temporary bypass pumping plan. Upon acceptance of the work by the Fayetteville Public Works Commission, the temporary bypass pumping system shall be removed and flows restored.

PUMPING AND BYPASSING

The Contractor, when and where required, shall divert sewer flows for the sewer pipe rehabilitation process, cleaning, television inspection, pipe repairs, manhole replacement and/or rehabilitation, obstruction removals, or other related as required to complete the Work. The pumps and bypass lines shall be of adequate capacity and size to handle and prevent backup or overflow for all flows.

The temporary bypass pumping system shall be designed to maintain the flows necessary to meet the requirements of each particular location. The temporary sewer bypass system shall have the capacity to handle the flows outlined in these Contract Documents. The temporary sewer bypass system shall be sized to handle 2.5 times the average daily flow rate, or the specified peak flow – whichever is greater.

The Contractor shall be responsible for furnishing the necessary labor and supervision to set up, operate, and maintain the temporary bypass pumping system. A “set up” consists of the necessary pumps, conduits and other equipment to divert the flow of sewage, from the start to finish of work performed. Each “set-up”, regardless of location, shall have Contractor personnel on-site at all times (24 hours a day, 7 days a week) and stationed at the pumps, unless otherwise approved by the Fayetteville Public Works Commission. The temporary bypass pumping system shall include:

- A minimum of one (1) redundant pump so that the temporary bypass pumping system is capable of transmitting the peak flow with the largest duty pump out of service.
- Pumps shall be provided with a means of automatic control via level sensing. Systems requiring manual starting and/or stopping shall not be allowed.
- All equipment (primary and secondary pumps) shall be equipped in a manner to keep noise to a maximum of 65 dBA at 30 feet.
- An automatic dialer (or similar) to immediately notify (in a sequential operation) Contractor and Fayetteville Public Works Commission personnel in the event of equipment failure. The automatic dialer shall be set to issue notifications prior to flow level reaching critical elevations and having a spill occur. All bypass pumps (regardless of location) shall be equipped with an automatic dialer (or similar).

The temporary bypass pumping system shall be provided in such a way as to maintain access for businesses and residences. The Contractor shall be responsible for determining the best location for the bypass equipment, and the need for any special provisions to ensure access for the residents and businesses. Such special provisions include, but are not limited to: installation of ramps, excavation and burial of the bypass lines, etc. The Contractor shall use bridges over the bypass lines, temporary lines under driveways, alternate routes, or other means to accomplish this item. The bypass plan submittal shall indicate the means of maintaining access. The Contractor bears all responsibility for the maintenance of any trenches, ramps, etc. necessary for the bypass operation.

Pumps, equipment, and bypass lines shall be continuously (24 hours a day, 7 days a week) monitored by on site Contractor personnel capable of starting, stopping, refueling and maintaining these pumps during the Work. The temporary bypass pumping system shall be provided with an automatic dialer (or other similar device) that will immediately notify (in a sequential operation) the Contractor and the Fayetteville Public Works Commission in the event of equipment failure. All bypass pumps (regardless of location) shall be equipped with an automatic dialer. This automatic dialer (or similar) shall be set to issue notifications prior to flow levels reaching critical elevations and having a spill occur.

The automatic dialer shall be set to issue notifications through a sequential operation. Automatic dialers that are not set up for sequential notifications shall not be acceptable. The Contractor’s personnel shall be

the first to receive any notifications from the automatic dialer. The automatic dialer shall only notify the PWC personnel after all Contractor notifications have been ignored and/or not responded to. The Contractor shall properly adjust the level at which the automatic dialer initiates notification to provide adequate time for the sequential notification to occur. If the PWC personnel are notified by the automatic dialer, the PWC personnel shall assume that a spill is occurring or is imminent, and respond accordingly. The Contractor shall be responsible for all costs for the PWC to mobilize and respond to the notification, regardless if a spill occurred or not.

In some applications, it may be necessary to surcharge the system in order to ensure proper pump operation. This shall only be done when it has been determined the system can accommodate the surcharging without any adverse impact. The Contractor has the sole responsibility for determining whether the system can accommodate surcharging. In the event surcharging is necessary, the Contractor shall be responsible for continuously monitoring the system to ensure no sewer spills occur.

All bypass piping shall successfully pass a hydrostatic test prior to bypassing the sewer flows. The hydrostatic test pressure shall be no less than the expected discharge pressures, and shall be held for a minimum of one (1) hour. All testing shall be observed by the Fayetteville Public Works Commission. Testing shall be coordinated with the Fayetteville Public Works Commission a minimum of 24 hours in advance.

SPILL RESPONSE

The Contractor shall not discharge or pump any sewage, solids, or debris on the ground, streets, storm water system, ditches, or streams. Any sewage spills shall be immediately reported to the Fayetteville Public Works Commission Water Resources Construction Department, (910) 223-4716. After normal business hours, the Contractor shall contact the Fayetteville Public Works Commission Dispatch Center, (910) 678-7400 or (910) 323-0178. The Contractor shall take complete responsibility for all costs related to the clean-up of the spill, including any fines issued by the North Carolina Department of Environmental Quality (NC DEQ).

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

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

DIVISION 2 SITE WORK

02760 – TELEVISION INSPECTION

GENERAL

The intent and purpose of these specifications is to visually inspect, by means of closed-circuit television, designated sewer line sections. The Contractor shall furnish all necessary labor, materials, equipment, services, and incidentals necessary to perform the inspection. Items required to be furnished include, but are not limited to, recording and playback equipment, materials, and supplies.

The inspection shall be performed on one sewer section (i.e., manhole to manhole) at a time. The section being inspected shall be suitably isolated from the remainder of the sewer system.

Video recordings of the inspections shall be made, and copies of both the video and printed inspection logs shall be furnished to the Fayetteville Public Works Commission. Each segment of sewer shall be inspected prior to installation of the rehabilitation method and upon completion of installation. All inspections shall be completed by a PACP certified operator.

The Contractor may have to perform cleaning, remove protruding taps, or remove roots and/or other obstructions to complete the video inspection of the pipe prior to rehabilitation.

RELATED SECTIONS

- A. Section 02766 – Sewer Line Cleaning
- B. Section 02730 – Sanitary Sewer System
- C. Section 02780 – Cured-in-Place Lining
- D. Section 02305 – Pipe Bursting

EQUIPMENT

The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Fayetteville Public Works Commission, and if unsatisfactory, inspection shall be performed again with the appropriate changes made as designated by the Fayetteville Public Works Commission, at no additional cost. The television inspection equipment shall have an accurate footage counter that shall display on the monitor, the exact distance of the camera from the centerline of the starting manhole.

PROCEDURE

The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, but in no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If during the inspection operation, the television camera will not pass through the entire sewer line section, the equipment shall be removed and repositioned in a manner so that the inspection can be performed from the opposite manhole. If, again, the

camera fails to pass through the entire section, the Contractor shall remove or cut protruding service connections or re-clean or further remove roots or blockage.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the sewer line being inspected to ensure that good communications exist between members of the crew.

The camera height shall be adjusted such that the camera lens is always centered (at one-half the ID) in the pipe being inspected. Flow shall be controlled such that the following requirements are met:

- A. For the initial television survey, before and after a lining is installed, the sewer line shall be blocked completely. No flow, except infiltration/inflow, will be allowed through the respective sewer line being televised on the pre-repair television survey, and the post repair television survey.
- B. For all other television surveys, including warranty surveys and joint testing and sealing, the depth of flow within the sewer shall not exceed that shown below for the respective pipe sizes as measured in the manhole.

1.	Maximum Depth of Flow	Joint Testing/Sealing
	6" - 10" Pipe	20% of pipe diameter
	12" - 24" Pipe	25% of pipe diameter
	Above 24" Pipe	30% of pipe diameter
2.	Maximum Depth of Flow	Joint Testing/Sealing
	6" - 12" Pipe	25% of pipe diameter
	15" - 24" Pipe	30% of pipe diameter
	Above 24" Pipe	35% of pipe diameter

The lighting system shall be adequate to ensure quality pictures.

RECORD OF VIDEO AND LOGS

A. Television Inspection Logs

Printed location records shall be kept which shall clearly show the location, in relation to adjacent manholes of each source of infiltration discovered. In addition, other data of significance, including locations of service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, cracked or collapsed sections, presence of scale and corrosion, sewer line sections that the camera failed to pass through and reasons for the failure and other discernible features shall be recorded and a copy of such records shall be furnished to the Fayetteville Public Works Commission. All identification of defects within the sewer main shall be in accordance with PACP standards.

B. Video Recordings

The purpose of recording the television inspection is to supply a visual aid and audio record of problem areas of the lines that may be re-played by the Fayetteville Public Works Commission. Video recording playback shall be at the same speed that it was recorded. All video recordings shall be in color. Initial pre and post video recordings shall be supplied in a standard digital video file format (mp4 or avi) and supplied on standard portable digital media (USB Flash Drive or USB Hard Disk Drive) as approved by the Fayetteville Public Works Commission.

The Contractor shall furnish digital videos and logs of the pre and post video inspections to the Fayetteville Public Works Commission at each of the monthly progress meetings. The Contractor shall pre-screen the videos and note any areas of concern, including, but not limited to: protruding taps, potential point repairs, excessive infiltration at the laterals, and poor lateral conditions that could pose problems with reinstatement after lining. The Contractor shall provide the Fayetteville Public Works Commission with a minimum of two weeks notice for any potential repairs that are necessary to proceed with the work.

At the completion of each task order, the Contractor shall provide the Fayetteville Public Works Commission with digital media (USB Flash Drive or USB Hard Disk Drive) containing the pre and post videos for all work completed during that task order. Digital files and folders contained with the media shall be descriptively named and organized, and each unique video shall be a separate digital file. All media shall be labeled as to its contents. Labels shall include the date televised, sewer segment reach designation, street location, and manhole numbers. The digital media shall be provided to the Fayetteville Public Works Commission within 30 calendar days of completing the work authorized in the task order.

*** END OF SECTION ***

DIVISION 2 SITE WORK

02766 SEWER LINE CLEANING

GENERAL

The intent and purpose of this specification is clean and videos all sewer segments to be rehabilitated. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to clean all sewer pipe and fittings for each of the identified segments. The cleaning shall be completed prior to the pre-rehabilitation video.

All cleaning shall include the proper high-pressure water jetting, rodding, bucketing, brushing, and flushing of sewers and manholes prior to inspection by closed circuit television, pipeline rehabilitation, and testing operations.

Cleaning shall dislodge, transport, and remove all sludge, mud, sand, gravel, rocks, bricks, grease, roots, sticks, and other debris from the interior of the sewer pipe. The pipe shall be cleaned in such a manner as to ensure the success of the rehabilitation method.

All cleaning operations, as outlined above, shall be included in the Contractor's unit price bid for Sewer Line Cleaning.

RELATED SECTIONS

- A. Section 02760 – Television Inspection
- B. Section 02730 – Sanitary Sewer System
- C. Section 02780 – Cured-in-Place Pipe Lining

EQUIPMENT

- A. Hydraulically Propelled Sewer Cleaning Equipment
 - a. Hydraulically propelled sewer cleaning equipment shall be the movable dam type, constructed such that a portion of the dam may be collapsed during cleaning to prevent flooding of the sewer.
 - b. The movable dam shall be same diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of grease.
 - c. The Contractor shall take precautions against flooding prior to using sewer cleaning balls or other such equipment that cannot be collapsed instantly.

- B. High Velocity Hydro-Cleaning Equipment

High velocity hydro-cleaning equipment shall have the following:

- a. A minimum of 800 feet of high-pressure hose.
- b. Two or more high velocity nozzles capable of producing a scouring action from 15 to 45 degrees in all size lines being cleaned.
- c. A high velocity gun for washing and scouring manhole walls and inverts.
- d. Capability of producing flows from a fine spray to a long distance solid stream.

- e. A water tank, auxiliary engines and pumps, and a hydraulically driven hose reel.
- f. Equipment operating controls located above ground.

C. Mechanical Cleaning Equipment

All mechanical cleaning equipment shall be either power buckets or power rodders by the Flexible Tool Division of Rockwell Manufacturing Co, or approved equal.

- a. Bucket Machines
 - i. Bucket machines shall be furnished with buckets in pairs and with sufficient dragging power to perform the work efficiently.
 - ii. Shall use V-belts for power transmission or have an overload device. No direct drive machines will be allowed.
 - iii. Shall be equipped with a take up drum and a minimum of 500 feet of cable.
- b. Power Rodding Machines
 - i. Shall be either sectional or continuous.
 - ii. Shall hold a minimum of 750 feet of rod.
 - iii. Shall have a rod of specifically treated steel.
 - iv. The machine shall be fully enclosed and have an automatic safety throw out clutch.

PERFORMANCE

- A. The Contractor shall utilize properly selected equipment to remove all rocks, dirt, grease, roots, and other deleterious materials and obstructions.
- B. Protect existing sewer lines from damage caused by improper use of cleaning equipment.
- C. The Contractor shall take all necessary precautions to avoid damage or flooding to public and/or private property being served by the line(s) being cleaned.
- D. The Contractor shall utilize the existing sewage flow in the sewer line to provide the necessary pressures for hydraulic cleaning devices whenever possible.
- E. Removal of Materials -
 - a. Remove all solids and semi-solids at the downstream manhole of the section being cleaned.
 - b. Passing of material from one section to the next downstream section will not be permitted.
- F. The Contractor is to remove all materials from the site and properly dispose of all solids and semi-solids recovered during the cleaning operation.
- G. No sewer cleaning shall take place in a particular sewer segment until all upstream pipe segments have been cleaned. If cleaning is done in a downstream pipe segment in order to facilitate overall cleaning operations, that segment shall be re-cleaned at no additional cost to the Owner, after all pipes upstream of that segment have been cleaned.

DIVISION 2 SITE WORK

02780 CURED-IN-PLACE PIPE LINING

GENERAL

It is the intent of this specification to provide for the reconstruction of sewer pipelines by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin is cured using hot water, air, and/or steam circulated within the tube. The Cured-In-Place Pipe (CIPP) will be continuous and tight fitting. The Contractor shall furnish all necessary labor, materials, equipment, services, and incidentals necessary to rehabilitate the sewer using the CIPP lining method.

REFERENCES

The following ASTM Standards are incorporated by reference into this specification. The latest edition of the reference shall be used.

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|----|--------|--|
| A. | D 543 | Standard Test Methods for Resistance of Plastics to Chemical Reagents |
| B. | D 638 | Standard Test Method for Tensile Properties of Plastics |
| C. | D 790 | Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials |
| D. | D 2412 | Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading |
| E. | D 2990 | Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics |
| F. | D 5813 | Cured-in-Place Thermosetting Resin Sewer Pipe |
| G. | F 1216 | Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube |
| H. | F 1743 | Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP) |
| I. | F 2019 | Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled-in-Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Pipeline (CIPP) |

In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

RELATED SECTIONS

- | | |
|----|---|
| A. | Section 02730 – Sanitary Sewer System |
| B. | Section 02750 – Wastewater Flow Control |
| C. | Section 02760 – Television Inspection |
| D. | Section 02766 – Sewer Line Cleaning |

PRODUCTS

- | | |
|----|---|
| A. | CIPP lining shall be Insituform by Insituform Technologies, Inc., Inliner by Reynolds Inliner Inc., National Liner by American Water Services, Premier Pipe by AMLiner East (American |
|----|---|

- Pipe and Plastics), Invert-a-pipe by Improved Technologies Group (Jones Brothers), MSP-Liner by Mid-South Partners, or an approved equal.
- B. The liner shall be composed of tubing material consisting of one or more layers of flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing shall be impregnated with a thermosetting polyester resin and catalyst. The liner material and resin shall be completely compatible. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.
 - C. The liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.
 - D. The liner shall be able to cure in the presence of water at a temperature of 180 degrees F or less.
 - E. When cured the liner shall form a continuous, tight fitting, hard, watertight and impermeable liner.

QUALITY ASSURANCE

- A. The CIPP liner shall be provided by a single manufacturer. The manufacturing plant shall be ISO 9000 certified. The supplier shall be responsible for the provision of all test requirements specified herein as applicable. In addition, all liners to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory acceptable to the Fayetteville Public Works Commission. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of the plant inspection shall be the responsibility of the Contractor.
- B. Inspection of the liner may be made by any representative of the Fayetteville Public Works Commission after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though the sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be identified as such and shall be immediately removed from the job site.
- C. Products used in the work of this specification shall be produced by manufacturers regularly engaged in the manufacture of cured-in-place liners for municipal wastewater systems and with a history of successful production acceptable to the Fayetteville Public Works Commission.
- D. The finished liner shall be continuous over the entire length of the liner insertion run between the manholes and shall be free from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. All dimensions shall be field verified by the Contractor prior to installation of the liner. Field measurements shall be used to ensure maximum closure between the new liner and the existing sewer pipe.
- E. The length of the liner shall be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner shall be verified in the field by the Contractor prior to fabrication.
- F. Wrinkles in the finished liner pipe shall be removed or repaired by the Contractor, at the direction of the Fayetteville Public Works Commission. If a void between the wrinkle and the pipe develops, the Contractor shall repair or replace that section of the pipe. Methods of repair shall be in accordance with the manufacturer's directions and submitted to the Fayetteville Public Works Commission for review and approval.
- G. The liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to the sewer pipe being lined.
- H. The CIPP liner shall be watertight.

DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in shipping, handling, and storage to avoid damaging the liner. Extra care shall be taken during cold weather construction. Any liner damaged in shipment shall be replaced as directed by the Fayetteville Public Works Commission.
- B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though the damage may not be visible, shall be identified as rejected and immediately removed from the job site.
- C. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and immediately removed from the job site.

MATERIALS

- A. Tube – The tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
 - a. The application of resin to the felt tubing (wet-out) shall be conducted under factory conditions and the materials shall be fully protected against UV light, excessive heat, and contamination at all times. Should it infeasible to apply resin at the factory (due to transportation weight restrictions), the resin may be applied at the project site. The contractor shall ensure that all required environmental controls (heat, UV light, etc.) are controlled during the resin application process. The contractor shall notify the Fayetteville Public Works Commission when it will be necessary to apply the resin at the project site.
 - b. The wet-out tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
 - c. The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
 - d. The outside layer of the tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet-out) procedure to be monitored.
 - e. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 - f. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 - g. Seams in the tube shall be stronger than the non-seamed felt material.
 - h. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes shall be manufactured in the USA.
 - i. Prior to insertion, the tube shall be free of all visible tears, holes, cuts, foreign materials, and other defects.
- B. Resin – The resin system shall be a corrosion resistant polyester resin including all required catalysts, initiators or hardeners that when cured within the tube creates a composite that satisfies the requirements of ASTM F1216 and ASTM F1743, the physical properties herein,

and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

- a. The resin shall be able to cure in the presence or absence of water.
- b. The initiation temperature for cure shall be as recommended by the resin manufacturer and approved by the Fayetteville Public Works Commission.
- c. The resin shall not be affected by ultraviolet light and shall form no excessive bubbling or wrinkling during lining. Resins shall be tinted for visibility and provide indication of adequate liner wet-out.
- d. The volume of resin injected into the liner shall be determined by the resin manufacturer. In addition to the calculated volume, a 10% excess of resin shall be injected into the tube. For each batch of liner manufactured, the contractor shall submit calculations for required resin volumes, and data indicating the actual volume injected, to ensure that the 10% excess has been added.
- e. Safety data sheets (SDS) for the resin, catalysts, and other materials shall be submitted to the Fayetteville Public Works Commission.

STRUCTURAL REQUIREMENTS

- A. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.
- B. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.
- C. CIPP that requires bonding to the deteriorated (host) pipe for any part of its structural strength shall not be allowed.
- D. The cured pipe material (CIPP) shall conform to the minimum structural properties, as listed below.
 - a. Tensile Strength at Yield: 3,000 psi (per ASTM D638) – pressure applications only
 - b. Modulus of Elasticity: 300,000 psi (per ASTM D790)
 - c. Flexural Strength: 4,500 psi (per ASTM D790)
 - d. Flexural Modulus: 250,000 psi (per ASTM D790)
- E. The liner thickness design shall be based on the following criteria:
 - a. fully deteriorated conditions based on ASTM F1216, Appendix X.3, equation 6
 - b. maximum depth of bury for each segment
 - c. water table at the ground surface (i.e., full submergence)
 - d. a host pipe ovality of 2%
 - e. long term flexural modulus = 125,000 psi (based on 50% loss of initial flexural modulus over the design life)
 - f. flexural strength = 4,500 psi
 - g. a soil modulus of 800 psi
 - h. unit weight of soil = 120 pounds per cubic foot
 - i. soil $K_u' = 0.13$
 - j. full traffic (H-20) loading
 - k. safety factor = 2

- F. The liner shall be designed to withstand all internal and external loads, taking into account internal pressure and external pressures, groundwater, paving, and full traffic (H-20 loading).
- G. The net inside diameter of the reconstructed lined sewer shall be as large and smooth as possible.
- H. The Contractor shall be responsible for submitting design calculations that indicate the required cured-in-place liner thickness. The calculations should indicate the minimum wall thickness when the liner is fully cured. All calculations shall be in accordance with ASTM F1216, for a fully deteriorated condition. All design calculations submitted by the Contractor shall be signed and sealed by a registered Professional Engineer.
- I. The hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe prior to rehabilitation.

INSTALLATION

- A. All CIPP installation shall be in accordance with ASTM F 1216 or ASTM F 1743, except as modified herein.
 - a. Resin Impregnation – Only vacuum impregnation will be allowed. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin during installation through cracks and irregularities in the original pipe wall.
 - i. The point of vacuum shall be no further than 25-feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75-feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular to the longitudinal axis of the tube as possible. A roller system shall be used to uniformly distribute the resin throughout the tube.
 - ii. If reinforcing materials (e.g., fiberglass, etc.) are utilized, the reinforcing material shall be fully encapsulated within the resin to ensure that the reinforcing material is not exposed, either to the inside of the pipe or at the interface of the CIPP and the deteriorated (host) pipe.
- B. Tube Insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. The liner shall be inverted into the deteriorated (host) pipe at a rate not to exceed 30 feet per minute, or at the manufacturer’s recommended rate, whichever is slower.
- C. The Contractor shall monitor the cure temperature continuously along the full length of the liner, to ensure that the cured liner is in compliance with these Contract Documents. The temperature measurement probes shall be installed prior to the liner installation, utilizing a jetter or crawler. Upon completion of the cure, the ends are cut with the liner ends. Upon project completion, the Contractor shall furnish the Fayetteville Public Works Commission data verifying that the proper cure temperature and time (to include cool down) has been met. The temperature measurement shall be accomplished by utilizing the VeriCure CIPP Curing Monitoring System, as provided by Vortex Companies, or an approved equal.
- D. Curing shall be accomplished by utilizing hot water under hydrostatic pressure or steam pressure in accordance with the manufacturer’s recommended cure schedule. Condensate from

- steam curing shall be able to drain from the pipe section, in order to ensure proper curing of the liner.
- E. The Contractor shall be responsible for confirming the locations of all service laterals prior to installation of the CIPP. The Contractor shall conduct a color video inspection of each length of pipe after it is cleaned for the purpose of determining if existing conditions are suitable for the installation of the proposed lining process. The video inspection will be used to document the location of all service lateral connections, in accordance with Section 02760 – Television Inspection. Any defects or areas of concern shall be presented to the Fayetteville Public Works Commission prior to proceeding with liner installation.
 - F. Each length of pipe to be lined shall be cleaned prior to installation, as outlined in Section 02766 – Sewer Line Cleaning. Should root intrusion be noted in the pre-installation video, the Contractor shall notify the Fayetteville Public Works Commission. No liner shall be installed in pipe segments where visible root intrusion is noted. The Fayetteville Public Works Commission shall be responsible for implementing a root control program prior to installing a liner.
 - G. All service connections protruding into the sewer to be lined shall be internally cut or ground down with a robotic cutter so as to be flush with the pipe to be lined prior to liner installation. The robotic cutter shall be monitored by closed circuit television equipment to verify proper cutting and shall be capable of cutting vitrified clay pipe, PVC, ductile iron, or cast iron pipe. Equipment specifically designed for cutting roots from sewers (i.e., chain cutters) shall not be utilized. The cost of this work shall be paid for as a separate unit price bid item.
 - H. The Contractor shall provide bypass pumping of sewage flows, as required to prevent sewage overflows, basement backups or damage to upstream facilities, where the pipe rehabilitation work is being performed. Bypass pumping shall be in accordance with Section 02750 – Wastewater Flow Control.
 - I. The Contractor shall notify all property owners who discharge directly into the main being rehabilitated that their sewage service will be discontinued while the liner is being installed, cured, and active service laterals re-opened and/or replaced. Notification shall be in accordance with the Special Conditions within these Contract Documents.
 - J. Contractor shall conduct a television inspection of each length of pipe immediately prior to inserting the liner to confirm that conditions are acceptable for lining. This inspection is for the Contractor’s use and submittal of a record of this inspection is not required. However, it is recommended that the Contractor maintain a copy of this inspection for the duration of the warranty period, in order to verify conditions prior to lining, should it be necessary. Providing the Fayetteville Public Works Commission a copy of this inspection is also recommended.
 - K. The installation of the liner shall be in complete accordance with the applicable provisions of these specifications and the manufacturer’s installation requirements. The methods used to install and cure the liner are at the option of the Contractor, but must be submitted to the Fayetteville Public Works Commission for approval prior to mobilizing to the work site.
 - L. A representative of the manufacturer shall be present during the actual installation of the first 2,000 linear feet of the liner.
 - M. The Contractor shall line multiple sections of sewer at one time where possible. Where this is done, the top one-half of the liner in the intermediate manhole shall be neatly removed, and the void behind the liner filled with a non-shrink grout. The channel in the manhole shall be a smooth continuation of the pipe(s) and shall be merged with other lines or channels, if any. The channel cross-section shall be built up with mortar/concrete to provide benches at a maximum slope of 1 inch per foot towards the channel. Each end of the liner shall be sealed to prevent infiltration, regardless if the liner extends through one or more manholes.
 - N. Manhole inverts shall be rebuilt between liner ends resulting in a smooth, continuous flowline through the manhole. Inverts shall be rebuilt utilizing either an epoxy grout or CIPP liner material up to the bench. This work shall be completed prior to proceeding to the next manhole

- section. Upon completion of the lining, the Contractor shall provide sufficient video evidence that this requirement has been met.
- O. The liner shall extend between two (2) to four (4) inches into the manhole.
 - P. The Contractor shall seal the ends of the liner at each manhole, to eliminate any water infiltration between the liner and the host pipe. Sealing shall be accomplished by utilizing a hydrophilic end seal sleeve, providing a full circle compression seal at the ends of the liner. The hydrophilic end seal sleeve shall be installed within the host pipe immediately prior to the installation of the liner. The hydrophilic end seal sleeve shall be as manufactured by LMK Technologies, Trelleborg Pipe Seals, or approved equal. Installation of the hydrophilic end seal sleeve shall be in accordance with the manufacturer's instructions. Upon completion of the lining, the Contractor shall provide sufficient video evidence to the Fayetteville Public Works Commission that the ends of the liner have been sealed and no infiltration is occurring.
 - Q. Should it be necessary to complete repairs to the installed liner utilizing a trenchless point repair method, the proposed method shall be submitted and approved by the Fayetteville Public Works Commission prior to installation. The following requirements shall be followed for point repairs:
 - a. The coating on the existing liner shall be removed.
 - b. The manufacturer's recommended adhesive shall be utilized to ensure bonding between the existing liner and the point repair.
 - c. The point repair shall be designed in order to provide a fully structural repair at the specific location.
 - d. All trenchless point repairs shall be installed in accordance with the manufacturer's instructions.
 - e. The point repair shall be subject to the same warranty requirements as the original CIPP.

LATERAL REINSTATEMENT

- A. It is the intent of these specifications that branch connections to buildings be re-opened without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV. The Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation or are in the immediate area of the job site and can be quickly obtained. Unless otherwise directed by the Fayetteville Public Works Commission or his authorized representative, all laterals will be reinstated. No additional payment will be made for excavations for the purpose of reopening connections and the Contractor will be responsible for all costs and liability associated with such excavation and restoration work.
- B. The Contractor shall re-open all existing service laterals in each length of sewer following reformation and cooling of the liner. The exact number and location of the active service connections shall be determined from the CCTV inspection. It is the Contractor's responsibility to accurately locate all existing service connections. The service connections shall be re-opened from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and rehabilitated sewer pipe. All openings shall be clean and neatly cut and shall be flush with the lateral pipe. The bottom of the openings shall be flush with the bottom of the lateral pipe to remove any lip that could catch debris. Openings shall be sufficient to provide service. The Contractor shall take care so as not to over-cut the lateral, so that groundwater is allowed to enter the sewer main or damage the lateral.
- C. The Contractor shall coordinate with the Fayetteville Public Works Commission to determine if there are any laterals that do not need to be reinstated. The Fayetteville Public Works Commission will direct the Contractor as to which laterals do not need to be reinstated, based on the review of the pre-tapes at the weekly progress meetings. ***Unless otherwise instructed, the Contractor shall assume that all laterals need to be reinstated.***

- D. All lateral re-instatements shall be circular, smooth, and provide a full opening at the lateral. During the post installation inspection, the Contractor shall pause the camera at each lateral, so as to fully inspect and verify that the lateral is fully reinstated. The post inspection tape shall pause at each lateral long enough to determine if there is any infiltration at the service connection. The post inspection shall pan the full circumference of the lateral opening, to verify the quality of the cut.
- E. Upon completion of the lateral reinstatement, the Contractor shall remove all debris from the lined pipe prior to placing the line segment into service.

TESTING

- A. For every 1,000 feet of liner installed or for each size of liner carried on a truck for a specific installation, whichever is the more restrictive, remove specimens of at least 18 inches in length for testing of flexural properties and thickness specified in the paragraph “Structural Requirements”. The number of tests may be increased by the Fayetteville Public Works Commission, and performed by the Contractor at no additional cost to the Fayetteville Public Works Commission, when the required tests show that the installed liner does not meet the specifications. The specimens shall be cut from a section of installed and reformed line at an intermediate point or the termination point of the installation. All testing shall be paid for by the Contractor and shall be performed by an independent testing laboratory. Results of each test shall be submitted to the Fayetteville Public Works Commission within 30 days after the liner is installed.
- B. All samples shall be prepared in accordance with ASTM D5813.
- C. The Contractor shall complete a Chain of Custody form for each sample taken, including the date, location, proposed liner thickness, and the person responsible for taking the sample. The Fayetteville Public Works Commission’s representative shall be present during the taking of the sample, and must have their signature on the completed form. The Contractor shall provide the Fayetteville Public Works Commission with a copy of the completed form prior to sending the sample to the testing laboratory. The original Chain of Custody form shall accompany the sample to the testing laboratory. Upon completion of the testing, the laboratory technician shall complete the form and mail it, along with the test results, to the Fayetteville Public Works Commission. Additionally, the Contractor shall provide documentation to the Fayetteville Public Works Commission regarding the date the sample(s) were submitted to and received by the testing laboratory. All documentation shall be submitted to the Fayetteville Public Works Commission at the end of each month as part of the application for payment. A sample Chain of Custody form is included in the Appendix of these Contract Documents.
- D. Each sample collected shall be tested for flexural strength, tensile strength, and thickness at a minimum of three locations on each sample. Each sample shall attain the required tensile and flexural properties. Additionally, the samples shall average to the required thickness.
- E. For every segment of liner installed, the Contractor shall generate a report that documents installation, including date, time, temperature, curing temperature, curing time, etc. The report shall be provided to the Fayetteville Public Works Commission prior to requesting payment.

ACCEPTANCE

- A. Following installation of the liner and the re-instatement of the active service connections, the Contractor shall conduct a final video inspection of the completed work. Copies of this inspection and the pre-installation video shall be submitted to the Fayetteville Public Works Commission for approval. Payment will not be made for any CIPP lining until the Fayetteville Public Works Commission has reviewed and approved these videos. The Contractor shall

- submit these videos a minimum of 10 days in advance of any payment request to provide the Fayetteville Public Works Commission ample time to review the videos.
- B. Preliminary acceptance of the liner shall be based on the Fayetteville Public Works Commission’s evaluation of the installation and curing data and review of the CCTV inspection recordings.
 - C. Final acceptance of the liner shall be based on the preliminary acceptance of the liner and on the results of the certified laboratory tests on the liner specimens, as outlined in the paragraph entitled “Testing” in this specification.
 - a. Liners meeting or exceeding the specified minimum thicknesses and strengths , as evidenced by the certified laboratory testing results, shall be paid for in full according to the contract unit price for the finished diameter per linear foot.
 - b. Where the test results indicate that the actual liner minimum flexural modulus and/or tensile strength do not meet the minimum requirements outlined in these specifications, the required minimum thickness shall be re-calculated, utilizing the actual results for the flexural modulus and tensile strength.
 - c. Calculate the value factor for the liner segment according to the following equation:

$$\text{Value Factor} = (\text{Actual thickness} / \text{calculated minimum required thickness})^{1.5}$$

In words, the Value Factor is equal to the ratio of the average of the actual reported thickness and the calculated minimum required thickness, all to the 3/2 power.

- d. Where the Value Factor is calculated at 0.95 or greater, the payment for the liner shall be at the full unit price bid per linear foot for that diameter liner.
 - e. Where the Value Factor is calculated at less than 0.95 but greater than 0.85, payment for the liner segment in question shall be based on the product of the Value Factor times the contractual unit price per linear foot for that diameter liner times the total length of the liner segment.
 - f. Where the Value Factor is calculated at less than 0.85, the liner shall be rejected and the Contractor shall replace the non-conforming liner or shall propose an alternate method for modifying the finished liner to conform to the specified strength and thickness, all at the Contractor’s expense.
- D. There shall be no dry spots, lifts, wrinkles, ridges, splits, cracks, delaminations or other defects in the CIPP lining. Defective lining shall be removed and the pipe relined at no additional cost to the Fayetteville Public Works Commission. If the pipe is damaged during removal of the liner, the Contractor shall make any necessary repairs at Contractor’s own expense.
 - E. There shall be zero groundwater infiltration through the liner.
 - F. The Contractor, as part of the post-installation video, shall video the ends of the liner in the manholes, to document that the ends have been sealed and no infiltration into the manhole is occurring.
 - G. All service connections shall be open, clear, and watertight.
 - H. Acceptance of the CIPP lining shall be based on the Fayetteville Public Works Commission’s review of the installation and curing data, results of air testing where required, review of the certified test data of the installed liner, review of the video, and manhole inspections.
 - I. Payment will not be made for any liner section until all required documentation and videos are submitted and approved by the Fayetteville Public Works Commission. The Fayetteville Public Works Commission reserves the right to withhold payment until receipt of portable hard drive(s), test sample documentation, and test results are submitted and approved.

DIVISION 2 SITE WORK

02831 CHAIN LINK FENCING

GENERAL

Where shown on the plans there shall be installed a "chain link" fence with all necessary posts, braces, top rail, gates, fabric, extension arms, and three strand barbed wire.

The erected fence shall meet the following requirements:

The enclosing fence shall have an overall fabric height of six feet (6') and an additional one foot (1') of three strand barbed wire, for a total height of seven (7'). The gates shall be seven feet (7') in overall height.

MATERIALS

Fabric: Fencing shall be chain link #9 gauge aluminized continuously woven wire 2" uniform square mesh without knots or ties, except for knuckling and barbing. Both the top and bottom edges of the fabric shall be barbed unless otherwise shown on the plans. The Contractor shall not piece together a number of short pieces of fence fabric.

Tensile Strength Test: Wire pickets of which this fabric is made to stand a tensile strength test of approximately 70,000 pounds per square inch based on the cross-sectional area of the galvanized wire.

Framework: All posts and other appurtenances used in construction shall be hot-dipped, galvanized with a minimum of 1.8 oz. per square foot surface.

Line Posts: Hot dip galvanized "H" column (2" x 2 1/4") weight 4.1 pounds per linear foot, minimum carbon content 0.355. No used or open seam material will be permitted in posts or rails. (Alternate 2 1/2" O.D. galvanized pipe weight 3.65 pounds per linear foot or C-section line posts of the same dimension as H-post, 0.120 in wall thickness and fabricated from steel conforming to ASTM A-570, Grade E.) Intermediate posts shall be evenly spaced no more than 10 feet apart on center.

Top Rail: Hot dip galvanized pipe 1 5/8" O.D., weight 2.27 pounds per linear foot protected with outside sleeve type couplings at least 7 inches long. No used or open seam material will be permitted.

Terminal Posts: End, corner and pull posts hot dip galvanized pipe 3" O.D. - 5.79 pounds per linear foot. Gate posts hot dip galvanized pipe of "H" construction as specified.

Tension Wire: A bottom tension wire 7 gauge, alzd. (0.4 oz./s.f.), 6 inches above grade. Wire shall be fastened to fabric with aluminum rings at 24" on center and to each intermediate post.

Extension Arms: Hot dip galvanized. Line post arms of pressed steel malleable base; end, and corner post arms of malleable iron; gate posts to have ornamental top. Each extension arm to carry three strands of barbed wire approximately 12 inches out from fence line. Barbed wires to be securely fastened in by means of self-locking grooves. The barbed wire shall support a minimum of 400 lbs. vertical dead load from tip of arm. The barbed wire shall be 4-point pattern composed of two strands of No. 12 1/2-gauge galvanized wire.

Gates: Frame to be galvanized pipe 2.0 inches O.D. weighing 2.27 pounds per foot. Each frame to be equipped with 3/8-inch diameter adjustable truss rods. Gateposts and corner posts shall be 3 inches O.D. weighing 5.11 pounds per foot. Gates are to be manufactured using 2" aluminum tubing in lieu of the specified Schedule 40 steel pipe. Gateposts and corner posts shall be 6 5/8" O.D. for swing gates (greater than 20 feet in length and 4" O.D. for slide gates, weighing minimum of 5.11 pounds per foot. Corner fittings to be heavy pressed steel or malleable castings. Fabric to be same as in fence. Gates to be completed with malleable ball and socket hinges, catch, stops and rest. Hinges to permit gate to swing back against fence, 180 degrees if required. Latches shall be arranged for padlocking so that the padlock will be accessible from both sides of the gate regardless of the latching arrangement.

Braces: Brace material to be hot dip galvanized and same as top rail, to be spaced midway between top rail and ground, and to extend from terminal post to first adjacent line post. Braces to be securely fastened to post by suitable connections, and then trussed from line post back to terminal post with 3/8-inch round rod equipped with a turnbuckle for adjusting.

Fittings: Hot dip galvanized. All fittings to be malleable, cast iron or pressed steel.

Fabric-Bands: Fabric to be fastened to line post with (9 gauge) fabric bands spaced approximately 18 inches apart, and to top rail with wires (9 gauge) spaces approximately 24 inches apart.

Locks: Locks will be provided by the Owner.

INSTALLATION

General: Installation shall be made in a workmanlike manner by skilled workers experienced in the erection of this type of fence and in accordance with the manufacturer's recommendations. The fence shall be erected on a previously prepared surface to the lines and grades indicated on the plans.

Post Setting: All posts shall be set plumb and in alignment into a 36-inch concrete footing of proper size and shape so as to furnish sufficient support to withstand any strain or shock ordinarily brought to bear on a fence of this character. The concrete strength shall be 3000 psi (ASTM C-94) and the foundations a minimum of 9 inches in diameter for line post and 12 inches for terminal post.

Concrete shall be thoroughly compacted so as to be free of voids and finished in a dome. Straight runs shall not exceed 500 feet between brace posts. Concrete shall cure a minimum of 72 hours before any further work is done on the posts.

Fabric: The fabric and barbed wire shall be stretched to the proper tension as recommended by the manufacturer and securely fastened to the framework members to result in a straight fence line without sagging. The bottom of the fabric shall be held as uniformly as is practicable to the finished grade.

DIVISION 2 SITE WORK

02931 SOD

GENERAL

Restoration of existing lawn areas outside of the public right-of-way disturbed by construction activities shall be by installation of new sod. Restoration and sod shall be performed as soon as practical, but the time period between initial disturbance, the utility installation and sod placement shall not exceed 60 days. Sod is defined as blocks, squares, strips of turf grass and adhering soil used for vegetative planting. Sodding and preparation of the sod bed shall be performed by an experienced landscape subcontractor specializing in this type of operation unless otherwise approved by the Public Works Commission in writing.

The Contractor shall adhere to the standards set forth by the American Association of Nurseryman and the Associated Landscape Contractors of America. All personnel shall be appropriately trained with regard to the degree of involvement so to assure the Owner the highest level of workmanship. Sod species suitable in this area are hybrid bermuda, centipede and zoysia; however the sod placed for each individual's lawn shall be the same species of sod as existing. Sodding may be performed at any time of the year except frozen sod shall not be placed nor shall sod be placed on frozen ground. The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of a vigorous, disease free and weed free sod lawn.

MATERIAL

Materials, equipment and products incorporated in the work shall be approved by the Public Works Commission. The Contractor shall submit a list of the proposed materials with samples, if required. Package materials should be delivered in unopened original containers showing weight, analysis and name of manufacturer. The Contractor shall protect the material from deterioration and/or damage

Sod shall contain 95 percent permanent grass; not more than five (5) percent weeds and undesirable grasses, good texture and free from obnoxious grasses, roots, stones and foreign materials. Sod shall be uniformly 1 ½ to 2 inches thick with a well developed fibrous root mat system in topsoil with clean cut edges. The sod shall be sufficiently dense and cut to the minimum required thickness such that if the sod is suspended by one corner, the sod will not tear apart. The sod shall be recently mowed to a height of not more than three (3) inches prior to harvest. The sod shall be supplied and maintained in a healthy condition as evidence by the grass being a normal green color in appearance, dense, and free from insects, pests, disease or injury. Sod shall be delivered to the job site within 24 hours after being cut and shall be installed within 24 hours after delivery. Any sod which is torn, broken or too dry will be rejected.

SOIL BED PREPARATION

Before landscape construction is to begin, the site shall be cleaned and disposed of brush, rubbish, stones, gravel and other foreign material within the area to be landscaped. Exposed ground surfaces disturbed during construction activities shall be graded to the original contours (allowing for the thickness of the sod) or as in the case of an altered contour such as a fill slope, graded as directed by the Public Works Commission to finish grade, or typical cross section. The sod bed shall be excavated to such a depth that after sod placement the top of the sod shall be flush with surrounding grade or contours. Rake areas to be sodded smooth, free from unsightly variations, bumps, ridges or depressions. Do not start work until

conditions are satisfactory and do not work during inclement or impending inclement weather.

The surface area to receive sod shall contain a minimum of four (4) inches of good, fertile, friable, organic natural topsoil loam as a base for laying the sod. Topsoil shall be free of clumps, brush, sticks, weeds, stones, roots, trash or other objectionable material. Contractor shall insure all topsoil to be free of plants or plant parts of quackgrass, johnson grass, nut sedge, poison ivy or other noxious weeds. The Contractor shall furnish and supplement the existing topsoil at no additional costs to the Public Works Commission providing a minimum four (4) inch thickness as specified. Soil preparation shall not be performed in frozen or extremely wet conditions. The finished topsoil bed shall be uniform in grade, with a yard like appearance. All changes in grade shall have a smooth, rounded peaks and valleys.

The soil shall be scarified or otherwise loosened to a depth of not less than five (5) inches and all clods shall be broken. The top four (4) inches shall be worked into an acceptable smooth, friable and uniformly fine texture sod bed by use of soil pulverizes, drags, harrows or by other methods approved by the Public Works Commission. Commercial grade fertilizer (8% nitrogen, 8% phosphate, 8% potash) shall be applied at a rate of 20 pounds per 100 square feet, super-phosphate at 12 pounds per 1,000 square feet and lime (dolomite limestone containing not less than 85% total carbamates) shall be applied at a rate of 25 pounds per 1,000 square feet or at a rate recommended for the type of sod being placed. Apply soil amendments within 24 hours after raking topsoil base surface and not more than 48 hours prior to laying sod. Mix thoroughly a minimum depth into the upper four (4) inches of topsoil and lightly water to aid in dissipation. Sod placement shall not begin until the soil preparation is inspected and approved by the Public Works Commission. During application of soil amendment fertilizer etc., adequate precautions shall be taken to prevent damage to existing features such as traffic, structures, landscape, trees, vegetation, utilities or any other appurtenances. The Contractor shall be required to repair or clean any damages.

PLACING SOD

The Contractor and his landscape subcontractor shall coordinate the placing of the sod to begin within 24 hours after the topsoil base preparation is completed and accepted by the Public Works Commission. Sod shall be brought to the site as near to the time of placing as possible. Store sod in the shade, and keep watered particularly in extreme hot and dry condition to insure vitality and to prevent the dropping off of soil during handling. During wet weather, the sod shall be allowed to dry sufficiently to prevent tearing. Handling shall be done in a manner which will prevent tearing, breaking, drying or other damage. Carefully place sod in rows with the longer side perpendicular to slopes and the ends staggered in each successive row in a brick-like pattern. Butt the ends and sides together tightly and do not overlap or stretch the sod. Do not leave any voids or gaps. Unavoidable gaps shall be closed with small pieces of torn or broken sod if kept moist and approved by the Public Works Commission. After the sod is laid, irrigate thoroughly to allow water to penetrate a minimum six (6) inches into the soil below the sod. Sod shall not be placed when the atmospheric temperature is below 32oF.

Tamp and roll completed sod installation with a manual roller or approved equipment to eliminate minor irregularities and to form close contact with the soil bed immediately after placing and watering. The type of rolling and tamping equipment to be used shall be submitted to the Public Works Commission for approval prior to construction. On steep slopes 3:1 (horizontal and vertical) or greater, in drainage ditches or any areas where sod slipping may occur, anchor sod with approved wooden stakes (1/2" x 3/4" x 12") or staples spaced not over two (2) feet apart in any direction and/or in sufficient number to prevent slippage or displacement. The anchors shall be driven flush with the surface of the sod. The wide flat side of the stake shall be driven parallel to the slope. Staking shall be done concurrently with sod placement and prior to tamping. Sod shall be laid with the long horizontal edge of the strips parallel to the contour starting at the bottom of the slope. The edge of the sod shall be turned slightly in the ground at the top of

a slope and a layer of earth placed over it and compacted so as to conduct the surface water over and onto the top of the sod. Upon completion of the above described work, the surface of the sodded areas shall coincide with the finished grade and not exceed ¼" plus or minus variation to adjoining grade or proposed contour. Extreme care shall be taken to prevent the installed sod from being torn or displaced.

MAINTENANCE

The Contractor shall, at no additional cost to the Public Works Commission, make whatever arrangements necessary to supply water of suitable quality and purity to sustain and encourage vigorous plant growth, and supply all equipment for proper delivery and application to planted areas. Water obtained from a PWC fire hydrant shall be metered and properly protected with an approved backflow prevention device. PWC must inspect and approved any connections to their water system to include the proposed water application and storage equipment. The Contractor shall not use private resident's water. The Contractor is solely responsible to provide watering of the sod. The method of application of water shall be approved by the Public Works Commission. Limit watering to early morning or late afternoon to enable to soil the absorb maximum amount of water.

Maintenance shall begin immediately after sodding operation. The Contractor shall maintain all sodded areas until sod is firmly established and as outlined below. Maintenance will include watering, fertilizer, pest control, soil amendments, disease control, erosion repair, mowing, protecting turf area from traffic (i.e. temporary fences, barriers, signs, etc.) and replacement of any dead or damaged sod.

Watering

- Water lawn areas once a day with a minimum ½ inch water for the first three (3) weeks after area sodded.
- After the three (3) week period, water twice a week with a ¾ inch of water each time unless a comparable amount of rainfall has occurred.
- Make weekly inspections to determine moisture content of soil and supplement the above watering schedule as needed.
- Excessive runoff puddling and wilting shall be prevented.

Fertilizer and Pest Control

- Evenly spread fertilizer composite at a rate of 40 pounds per 5,000 square feet or as recommended by the manufacturer. Fertilizer shall not be applied until two (2) weeks after initial placement of the sod or prior to the advent of winter dormancy.
- Treat areas of weed and insect infestation as recommended by the treatment manufacturer.

Mowing

- The Contractor shall do mowing operations, (in yards not being mowed by residents) until provisional acceptance.
- Mowing shall be done only when the grass is dry with a rotary type mower having a blade height set not lower than one and one half (1½) inches nor higher than three (3) inches.
- Mowing operations shall be conducted at intervals, which ensure grass height does not exceed four (4) inches between mowing.
- The Contractor shall complete at least one mowing operation before the work will be considered for acceptance.

The Contractor shall protect and not allow access of vehicular traffic into any newly sodded areas and shall repair any damaged turf to original grade. Maintenance shall continue for a period of 90 days after placement or until provisional acceptance by the Public Works Commission. A written record shall be furnished to the Owner of the maintenance work performed. At least two weeks shall elapse after chemical control is applied before a request of inspection.

ACCEPTANCE

Fifteen (15) days prior to the end of the 90 day maintenance period, the Contractor shall make a written request to the Public Works Commission for an inspection and provisional acceptance of the sod. Failure to notify the Public Works Commission will not relieve the Contractor of the maintenance provisions required and the Contractor will continue to be responsible for the maintenance of the sod.

Replacement of dead sod shall be performed within seven (7) days after notification by the Public Works Commission and the maintenance period for these areas or individual lawns shall be extended for the 90 day maintenance period. Failure to replace dead sod within the specified seven (7) day period will result in the Public Works Commission having the work performed and deducting the cost from the Contract; however, the Contractor shall be responsible for the maintenance.

Final acceptance will be given upon satisfactory contract performance exhibited at final inspection and acceptance. Sodded areas are to be fully rooted prior to acceptance. The Owner shall be the sole judge as to whether or not the lawns are acceptable. Should any deficiencies be disclosed at final inspection, the Contractor shall make the necessary corrections in a timely manner and request re-inspection.

GUARANTEE

The Contractor shall guarantee a dense, vigorous stand of turf free of weeds, disease, pests or any dead areas more than one half of a square foot in size for a period of 90 days from initial placement or replacement whichever is greater. Total dead area shall not exceed one percent (1%) of total square footage for each individual resident's lawn.

DIVISION 2 SITE WORK

02933 LAWNS AND GRASSES (SEEDING)

GENERAL

All exposed ground surfaces that have been disturbed during construction shall be graded to original contours as practicable, shaped to drain, and free of trash and debris. Grassing shall be accomplished as soon as practicable after sections of work are completed. Seeding and/or planting shall be performed by an experienced subcontractor specializing in this type of operation, unless otherwise approved by the Public Works Commission in writing. Disturbed sections shall not exceed one mile, without prior approval by the Public Works Commission. Grassing shall be in accordance with the Contract Documents.

PREPARATION OF THE SOIL

The surface area to receive seed shall contain a minimum of four (4) inches of good, fertile, friable, organic natural topsoil loam as a base for spreading the seed. Topsoil shall be free of clumps, brush, sticks, weeds, stones, roots, trash or other objectionable material. Contractor shall insure all topsoil to be free of plants or plant parts of quackgrass, johnson grass, nut sedge, poison ivy or other noxious weeds. The Contractor shall furnish and supplement the existing topsoil at no additional costs to the Public Works Commission providing a minimum 4-inch thickness as specified. Soil preparation shall not be performed in frozen or extremely wet conditions. The finished topsoil bed shall be uniform in grade, with a yard like appearance. All changes in grade shall have a smooth, rounded peaks and valleys.

The topsoil shall be loosened and mixed to the depth of four inches (4"). Suitable equipment (cultipackers, harrows, drags) meeting the approval of the Public Works Commission shall be used. This operation shall be accomplished by cutting on one (1) foot centers parallel to the contour of the slopes. On slopes that are steeper than 2:1, both depth preparation and degree of smoothness may be reduced, if approved by the Public Works Commission, but in all cases the slope surface shall be scarified groove, trenched or punctured so as to provide a textural plane of cut forming pockets, ridges, or trenches in which seeding material can lodge. Soil preparation shall not be performed when the soil is frozen, extremely wet or in an otherwise unfavorable working condition. The soil shall be free of any substance that might inhibit plant growth. Assistance of the local agricultural agent is recommended.

Lime shall be applied at the rate of 1/2 tons per acre. 10-20-20 commercial fertilizer shall be applied at the rate of 1,000 pounds per acre and well worked in to the top four inches (4") of top soil. If hydroseeding, use 500 pounds of 10-10-10 fertilizer on slopes steeper than 1/2 horizontal to 1 vertical.

SEED MIXTURE AND SOWING THE SEED

Seed shall be seed certified to be the latest season's crop and shall be delivered in original sealed packages bearing the producer's guaranteed analysis for percentages of mixtures and pure live seed. The producer's seed label shall indicate it the minimum percent of pure live seed (which shall be 82.45 for Bermuda, 88 for Rye Grain), the minimum percent of germination in hard seed and maximum percent of weed seed (no more than 1 percent for Bermuda, 0.5 percent for Rye Grain). Seed shall be labeled in conformance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act and applicable State seed laws. Seed that has become wet, moldy, or otherwise damaged will not be acceptable.

The following seed mixture shall be used:

POUNDS OF SEED PER ACRE

	K-31 Fescue	Rye	Grain Centipede	Common Bermuda
April 15 - Sept. 1	75	-	60 (hulled)	5
Aug. 15 - Nov. 15	120	-	25 (hulled)	5
Nov. 1 - April 1	120	120	25 (un-hulled)	5

Note: If there are differences in the seed mixture between the mixture stated in these specifications and that which is specified as part of an approved Erosion Control Plan, the seed mixture specified in the erosion control plan shall take precedence.

Where construction crosses a pasture that has been grassed, the Contractor shall re-seed the area with the same type of grass as found on the site. All highway rights-of-way, and private yards disturbed shall also be re-seeded or with the same type of grass previously found. The seed mixture specification shall be used as a guide and the Contractor is charged with the responsibility of seeding areas with the proper type of grass that matches the existing.

Seed shall be broadcast uniformly by hand or by approved sowing equipment. One half of the seed shall be sown in one direction and the remaining shall be sown at right angles to the first. Do not seed when the wind velocity exceeds five (5) miles per hour. Rake lightly into top 1/8 inch of the soil prior to compacting, with a roller not exceeding 100 pounds.

All seeded areas will be mulched with two (2) tons per acre of small grain straw or wood cellulose fiber spread uniformly, approximately 1/4 of ground should be visible to avoid smothering seedlings. Asphalt emulsion (ASTM D-977 and ASTM D-2028) shall be used to anchor the straw applied at 150 gallons per ton of straw, or crimped to stabilize. Asphalt emulsion shall be required from November 1st to March 31st. The Contractor shall take sufficient precautions to prevent mulch from entering drainage structures through displacement by wind, water or other causes and promptly remove any blockage which may occur.

SPECIAL CONSIDERATIONS

Shrubbery shall be expertly removed and carefully preserved for replanting, unless otherwise directed by the Public Works Commission adequate earth ball shall be removed to guard against damage to the root system. Shrubbery shall be replanted only after all construction is complete. The excavation made for replanting shall be six inches (6") larger in every dimension than the root ball removed. This additional space shall be filled with a mixture of one half topsoil and one half peat moss. Care shall be taken to set the top of the ball slightly above or flush with the surrounding surface. Any shrubbery damaged or that dies shall be replaced with an equal or better plant material at the Contractor's expense.

MAINTENANCE

The Contractor shall protect and maintain grassed areas as necessary to establish a uniform turf composed of the grasses specified. The Contractor shall re-seed any bare areas and repair all eroded areas.

Watering of seeded areas will be required during periods of dry weather to promote maximum growth. The Contractor shall supplement natural rainfall to insure a minimum of one (1) inch of rainfall weekly.

Maintenance of lawns begins immediately after the area is planted and continues for the period required to establish acceptable lawns, but not less than sixty (60) days after initial seeding, or until provisional acceptance by Owner. Maintain seeded areas by watering, fertilizing, mowing, weeding and other operations such as rolling, re-grading, replanting, aerating, and mulching as required to establish an acceptable lawn free of eroded or bare areas.

ACCEPTANCE

Fifteen (15) days prior to the end of the sixty (60) day maintenance period, the Contractor shall make a written request to the Owner for an inspection and provisional acceptance of the seeded area. Failure to notify the Owner will not relieve the Contractor of the maintenance provisions required and the Contractor will continue to be responsible for the maintenance of the seeded area.

Replacement of dead seed area(s) shall be performed within seven (7) days after notification by the Public Works Commission and the maintenance period for these areas or individual lawns shall be extended for an additional sixty (60) day maintenance period. Failure to replace seeded area(s) within the specified seven (7) day period will result in the Owner having the work performed and deducting the cost from the Contract; however, the Contractor shall be responsible for the maintenance.

Final acceptance will be given upon satisfactory contract performance exhibited at final inspection and acceptance. Seeded areas are to be fully rooted prior to acceptance. The Owner shall be the sole judge as to whether or not the lawns are acceptable. Should any deficiencies be disclosed at final inspection, the Contractor shall make the necessary corrections in a timely manner and request re-inspection.

Payment to the Contractor for seeding areas will be approved once the seed has been established and meets the requirements of this paragraph of this specification.

GUARANTEE

The Contractor shall guarantee a stand of turf is considered acceptable when a live vigorous stand of permanent grass is established with growing sprouts visible at the surface showing not less than 9 seedlings of permanent grass at least 2 inches long in each square foot, and where no gaps larger than 4 inches in diameter occur anywhere in the lawn area. Permanent grass is defined as Common Bermuda, Centipede, and Fescue.

DIVISION 2 SITE WORK

02934 SEEDING WETLANDS

GENERAL

All exposed ground surfaces that have been disturbed during construction shall be graded to original contours, reasonably smooth, and free of trash and debris. Grassing shall be accomplished as soon as practicable after sections of work are completed. Seeding shall be performed by an experienced subcontractor specializing in this type of operation, unless otherwise approved by the Engineer in writing. Disturbed sections shall not exceed one half mile, without prior approval by the Engineer. Grassing shall be in accordance with the following specifications:

PREPARATION OF THE SOIL

The topsoil shall be loosened and mixed to the depth of 4" to 8". Suitable equipment meeting the approval of the Engineer shall be used. The soil shall be free of clay lumps, brush, weeds, stones, roots, stumps or any other substance that might inhibit plant growth. Assistance of the local agricultural agent is recommended.

Provide agricultural lime at rate required to bring soil acidity to slightly acid - ph 6, according to soil test report.

Lime and fertilizer shall be applied uniformly and mixed with the soil during seedbed preparation. Apply 10-20-10 commercial fertilizers at the rate of 20-lbs./1000 s.f. for warm season mix and 10-20-10 commercial fertilizer at a rate of 20 lbs./1000 s.f. for cool season mix.

Apply 10-10-10 commercial fertilizers at the rate of 20-lbs./1000 s.f. for temporary cover crops. In addition, provide 15-lbs./1000 s.f. of superphosphate.

The following is for the warm season mix:

- a. All warm grass seed shall be debarbed or conditioned by brushing to create a product nearly the same as debarbing. This does not apply to Switchgrass.
- b. Disk two times to break-up crop residue and dirt clods prior to seeding.
- c. Pack soil to create a firm seedbed with a cultipacker or roller.
- d. If a rain shower should fall after the seedbed is prepared but before planting break-up any crust formation.
- e. Seeding shall be installed to a depth of 1/4" utilizing a rangeland drill or conventional grass drills. It is extremely important that seed not be planted deeper than 1/2" depth. Do not disc or harrow after seeding. This will put the seed too deep. A Brillion seeder will be acceptable.

The following seed mixture shall be used:

Dates	Types	Rate
April 1 - July 15	<i>Warm Season Mix</i> Switchgrass, Cave-in-rock, Alamo Smartweed; and Japanese Millet or Sorghum Sudan Grass Hybrids (Mow prior to maturity)	8 pls #/acre or 4 oz./1000 s.f. 2 bulk #/acre or 1 oz./1000 s.f. 20-lb/acre or ½ lbs/1000 s.f.
July 16 - Sept 1	Temporary crop of Japanese Millet or Sorghum Sudan Grass Hybrids (To be followed by permanent mixture)	20-lb/acre or ½ lbs/1000 s.f.
Sept 2 - Nov 1	<i>Cool Season Mix</i> Reed Canary Grass	12 bulk #/acre or 6 oz./1000 s.f.
	Smartweed	2 bulk #/acre or 1 oz./1000 s.f.
Nov 2 - March 31	Temporary Crop of Wheat (To be followed by permanent mixture)	40 lbs/acre

All highway rights-of-way, and private yards disturbed shall also be re-seeded or sodded with the same type of grass previously found. The seed mixture specification shall be used as a guide and the Contractor is charged with the responsibility of seeding areas with the proper type of grass existing.

Seed shall be broadcast uniformly by hand or by approved sowing equipment. One half of the seed shall be sown in one direction and the remaining shall be sown at right angles to the first. Do not seed when the wind velocity exceeds 5 miles per hour. Rake lightly into top 1/8 inch of the soil prior to compacting, with a roller not exceeding 100 pounds.

All seeded areas will be mulched with 75 pounds to 100-lbs./1000 s.f. of clean wheat straw, spread uniformly, approximately 1/4 of ground should be visible to avoid smothering seedlings. If hydro-seeded, use virgin paper mulch only. The Contractor shall take sufficient precautions to prevent mulch from entering drainage structures through displacement by wind; water or other causes and promptly remove any blockage, which may occur.

MAINTENANCE AND GUARANTEE

The Contractor shall protect and maintain grassed areas as necessary to establish a uniform turf composed of the grasses specified. The Contractor shall re-seed any bare areas and repair all eroded areas.

Maintain seeded areas by watering, fertilizing, mowing, weeding, and other operations such as rolling, regrading, replanting, aerating, mulching as required to establish an acceptable lawn free of eroded or bare areas.

ACCEPTANCE

The Contractor shall guarantee a stand of turf is considered acceptable when a live vigorous stand of permanent grass is established with growing sprouts visible at the surface showing not less than 9 seedlings of permanent grass at least 2 inches long in each square foot, and where no gaps larger than 4 inches in diameter occur anywhere in the seeded area.

SECTION E
DETAILS

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1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE NORTH CAROLINA EROSION AND SEDIMENT CONTROL HANDBOOK. (NO SEPARATE PAYMENT).

2. THE CONTRACTOR SHALL NOTIFY PLAN APPROVING AUTHORITY ONE WEEK PRIOR TO THE PRECONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO FINAL INSPECTION.

3. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO CLEARING AND/OR LAND DISTURBANCE.

4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN AND PERMIT SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.

5. PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES IN AREAS OTHER THAN INDICATED ON THESE PLANS (INCLUDING, BUT NOT LIMITED TO OFF-SITE BORROW OR WASTE AREAS, STAGING OR STORAGE AREAS), THE CONTRACTOR SHALL PREPARE AND SUBMIT A SUPPLEMENTARY EROSION CONTROL PLAN TO THE OWNER FOR REVIEW AND TO NCDENR REGIONAL OFFICE FOR APPROVAL. CONTRACTOR SHALL PAY ALL FEES REQUIRED AND SHALL INSTALL NECESSARY MEASURES AT NO SEPARATE PAYMENT. THE CONTRACTOR SHALL PROVIDE THE OWNER AND THE ENGINEER A COPY OF THE AMENDED PERMIT.

6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ANY ADDITIONAL EROSION CONTROL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY EITHER NCDENR OR THE ENGINEER. (NO SEPARATE PAYMENT).

7. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL MEASURES AT ALL TIMES DURING LAND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.

8. ALL AREAS DISTURBED BY CONSTRUCTION UNLESS OTHERWISE IMPROVED SHALL BE SODDED OR SEEDED AS INDICATED AND STABILIZED.

9. DURING DEWATERING OPERATIONS, WATER SHALL BE PUMPED INTO AN APPROVED FILTERING DEVICE PRIOR TO DISCHARGE TO RECEIVING OUTLET.

10. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES WEEKLY AND AFTER EACH RUNOFF-PRODUCING EVENT. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES SHALL BE MADE IMMEDIATELY.


11. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED BY CONTRACTOR ONCE STABILIZATION OR A SUFFICIENT GROUND COVER HAS BEEN ESTABLISHED OR AS DIRECTED BY THE ENGINEER. (NO SEPARATE PAYMENT). NCDENR'S FINAL APPROVAL IS REQUIRED.

12. TEMPORARY GRAVEL CONSTRUCTION ENTRANCE SHALL BE REQUIRED AT ALL CONSTRUCTION STAGING AREA ENTRANCES AND ALL CONSTRUCTION ACCESS LOCATIONS INTO NON-PAVED AREA. (NO SEPARATE PAYMENT).

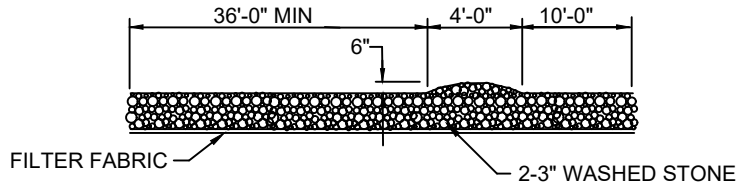
13. WHEN CROSSING CREEK OR DRAINAGE-WAY, THE CONTRACTOR SHALL RIP-RAP WITH FABRIC DISTURBED BANKS AND CHANNEL AND RESTORE SLOPES TO ORIGINAL CONTOURS, BUT NOT STEEPER THAN 2:1 MAXIMUM. DISTURBED CREEK AREA SHALL BE STABILIZED IMMEDIATELY.

14. SEDIMENT FENCES SHALL BE REMOVED FROM THE SITE WHEN GRASSING IS ACCEPTED AND STABILIZATION IS COMPLETE.

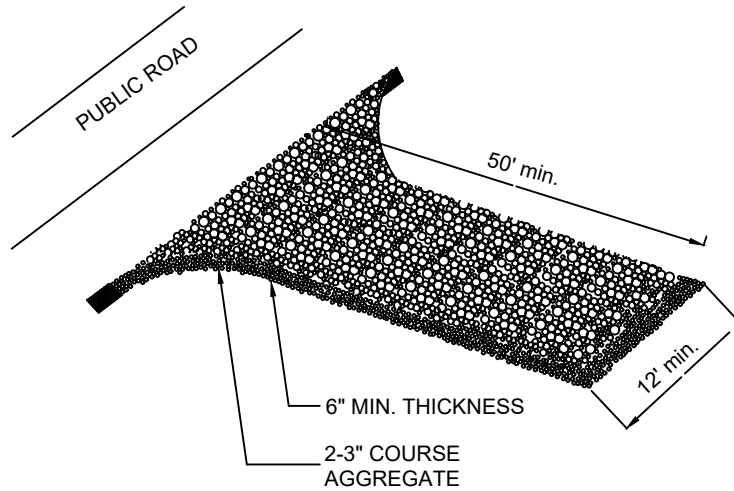
15. WHEN A LINE IS TO BE INSTALLED ALONG A SHOULDER WITH A SLOPE FROM THE ROAD, SOIL (FILL) REMOVED FROM THE CUT SHALL BE STOCKPILED ON THE PAVEMENT SIDE OF THE CUT. THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL FROM THE SITE PER THE JOB SPECIFICATIONS. CONTRACTOR SHALL SWEEP ALL MATERIAL OFF ROAD WHERE SOIL IS STOCKPILED EACH DAY PRIOR TO OPENING LANE AS PER N.C.D.O.T.

GENERAL EROSION AND SEDIMENT CONTROL NOTES			PUBLIC WORKS COMMISSION FAYETTEVILLE, N.C.			NO.	DATE	REVISION
SHEET NO. 1 OF 1	DWG. NO. EC.1	DWG. BY PWC	WATER RESOURCES ENGINEERING DEPARTMENT					
	DATE: JULY 01, 2011	APPROVED BY J.E.G.						

GRAVEL ENTRANCE SHALL BE 50 FEET IN LENGTH AND 20 FEET IN WIDTH WITH 20 FOOT RADIUS AT EXISTING ROADWAY



GRAVEL CONSTRUCTION ENTRANCE



DESIGN CRITERIA

AGGREGATE SIZE - USE 2-3 INCH WASHED STONE

DIMENSION OF GRAVEL PAD

THICKNESS - 6 INCHES MINIMUM

WIDTH - 12 FT. MINIMUM OR FULL WIDTH AT ACCESS POINTS OF THE VEHICULAR ENTRANCE AND EXIT AREA, WHICHEVER IS GREATER

LENGTH - 50 FT. MINIMUM.

LOCATION - LOCATE CONSTRUCTION ENTRANCES AND EXITS TO LIMIT SEDIMENT FROM LEAVING THE SITE AND TO PROVIDE FOR MAXIMUM UTILITY BY ALL CONSTRUCTION VEHICLES. AVOID STEEP GRADES AND ENTRANCES AT CURVES IN PUBLIC ROADS.

CONTRACTOR SHALL INSTALL ADDITIONAL GRAVEL CONSTRUCTION ENTRANCES NOT INDICATED ON THE PLANS REQUIRED FOR STAGING AND/OR BORROW AREAS AND MAINTAIN AT NO ADDITIONAL EXPENSE TO THE OWNER.

CONTRACTOR SHALL SUPPLEMENT AND MAINTAIN GRAVEL CONSTRUCTION ENTRANCES AT HIS EXPENSE UNTIL FINAL ACCEPTANCE.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

PUBLIC WORKS COMMISSION
FAYETTEVILLE, N.C.



NO.	DATE	REVISION

SHEET NO.
1 OF 1

DWG. NO. EC.2

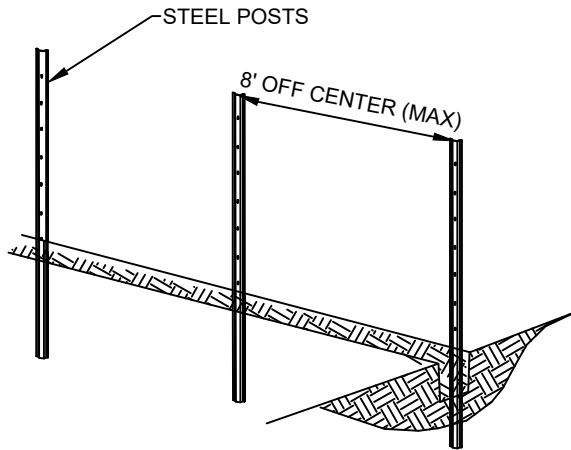
DWG. BY FAYPWC

DATE: NOV. 2011

APPROVED BY J.E.G.

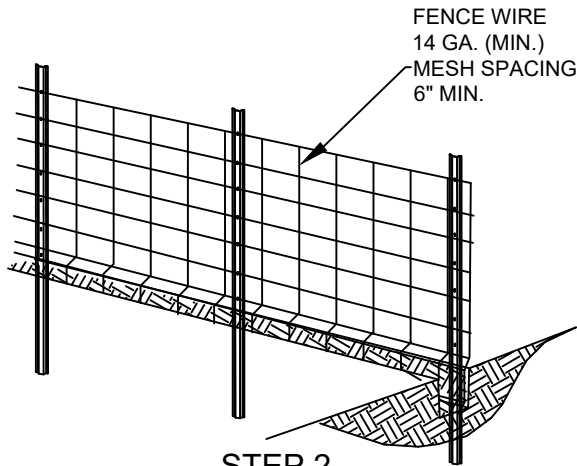
WATER RESOURCES
ENGINEERING DEPARTMENT

DRIVE STEEL POSTS 24" INTO THE GROUND 8' O.C. (MAX.) AND EXCAVATE A 4"x8" TRENCH UPHILL ALONG THE LINE OF POSTS.



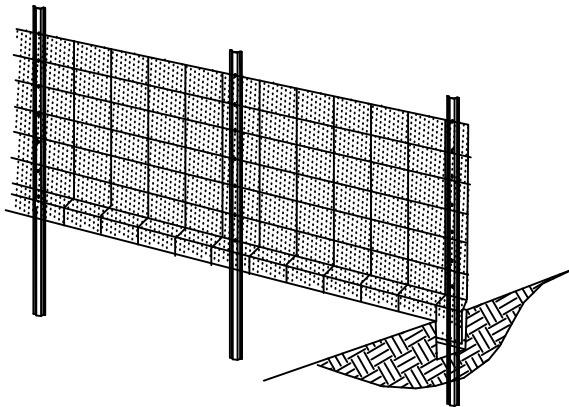
STEP 1

ATTACH WIRE FENCE TO POSTS. WIRE FENCE SHALL EXTEND TO BOTTOM OF TRENCH. FASTEN WIRE FENCE TO POSTS WITH WIRE OR PLASTIC ZIP TIES.



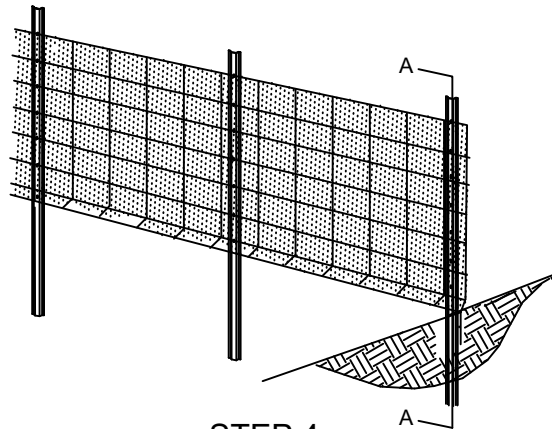
STEP 2

ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND THE BOTTOM OF THE FABRIC DOWN THE SIDE OF TRENCH AND ACROSS BOTTOM OF TRENCH.



STEP 3

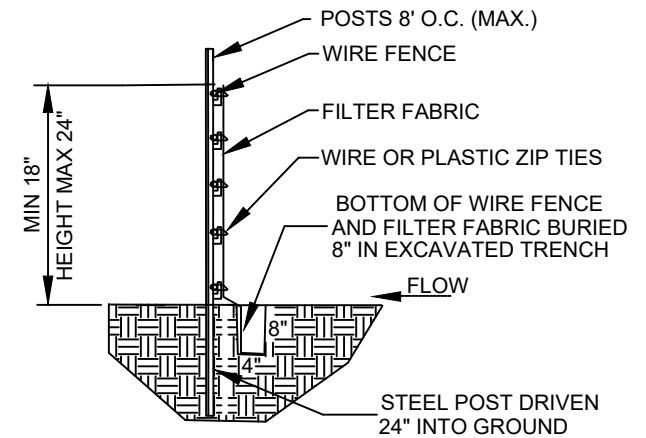
BACKFILL THE TRENCH AND COMPACT THE SOIL FIRMLY TO ANCHOR THE BOTTOM OF THE SILT FENCE. BURIED FABRIC SHALL NOT BE VISIBLE.



STEP 4

NOTES:

1. WIRE SHALL BE A MINIMUM OF 32 INCHES IN WIDTH AND SHALL HAVE A MAXIMUM OF 6" MESH SPACING.
2. FILTER FABRIC SHALL BE A MINIMUM OF 36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE WITH WIRE OR PLASTIC ZIP TIES WITH MIN. 50LBS TENSILE STRENGTH. FABRIC THAT DETERIORATES TO SUCH EXTENT THAT IT'S EFFECTIVENESS IS REDUCED SHALL BE REPLACED BY CONTRACTOR AT CONTRACTOR'S EXPENSE.
3. STEEL POSTS SHALL BE A MIN. OF 5' HEIGHT AND SHALL BE THE SELF FASTENER ANGLE STEEL TYPE.
5. CONTRACTOR SHALL REVIEW SILT FENCE PERIODICALLY AND AFTER EACH RAINFALL OCCURRENCE. ANY NECESSARY REPAIRS OR CLEAN-UP TO MAINTAIN THE EFFECTIVENESS OF THE DEVICE SHALL BE MADE IMMEDIATELY.
6. TEMPORARY MEASURE SHALL BE REMOVED BY THE CONTRACTOR ONCE STABILIZATION OR SUFFICIENT GROUND COVER IS ACHIEVED AS DIRECTED BY THE ENGINEER.



SECTION A-A

SILT FENCE
N.T.S.

PUBLIC WORKS COMMISSION
FAYETTEVILLE, N.C.

NO.	DATE	REVISION

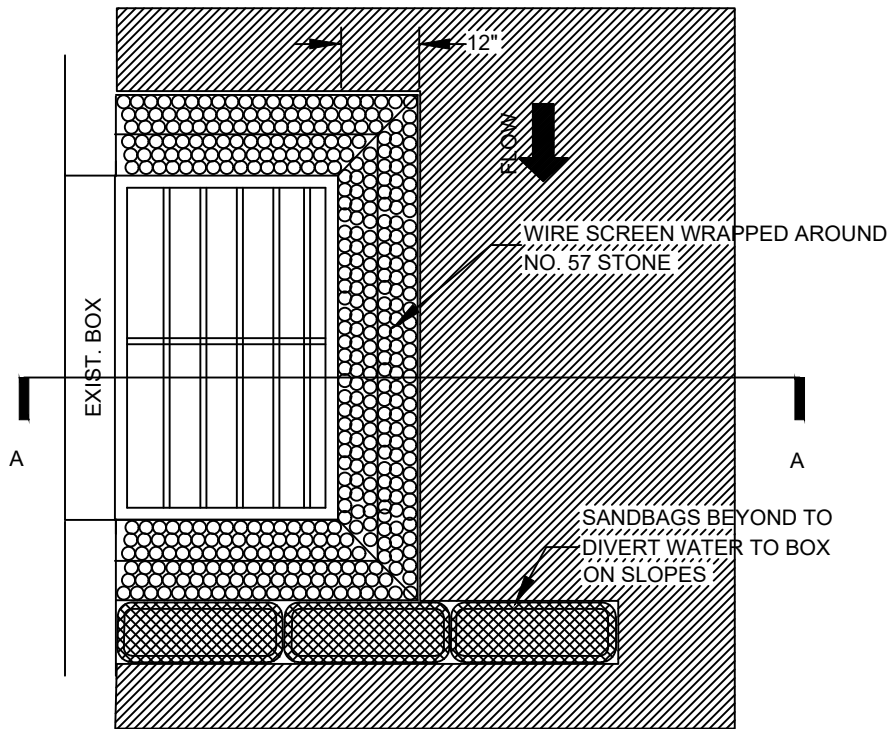
SHEET NO.
1 OF 1

DWG. NO. **EC.3**
DATE: JULY 01, 2014

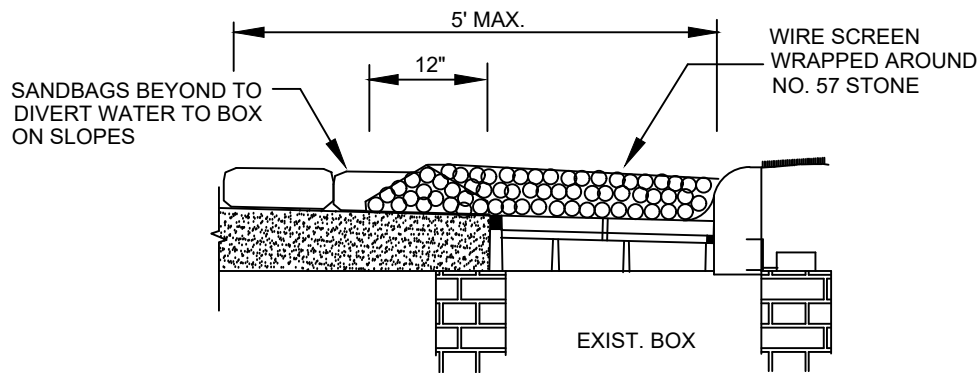
DWG. BY: FAYPWC
APPROVED BY: J.E.G.

WATER RESOURCES
ENGINEERING DEPARTMENT

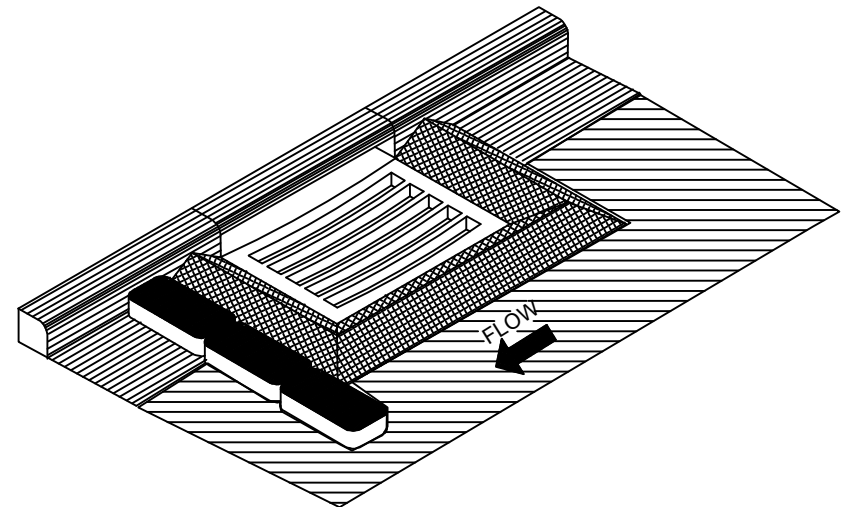




PLAN



SECTION "A-A"



NOTES:

1. INLET PROTECTION SHALL BE INSTALLED IN LOCATIONS AS INDICATED ON THE PLAN.
2. CONTRACTOR SHALL PERIODICALLY AND AFTER EACH RAINFALL EVENT REMOVE SEDIMENT AND OTHER DEBRIS FROM AROUND BASIN.
3. SANDBAGS SHALL BE INSTALLED ADJACENT TO INLETS ON SLOPES. SANDBAGS SHALL NOT BE INSTALLED ADJACENT TO BASINS IN LOW AREAS.

CATCH BASIN INLET PROTECTION
N.T.S.

PUBLIC WORKS COMMISSION
FAYETTEVILLE, N.C.

NO.	DATE	REVISION

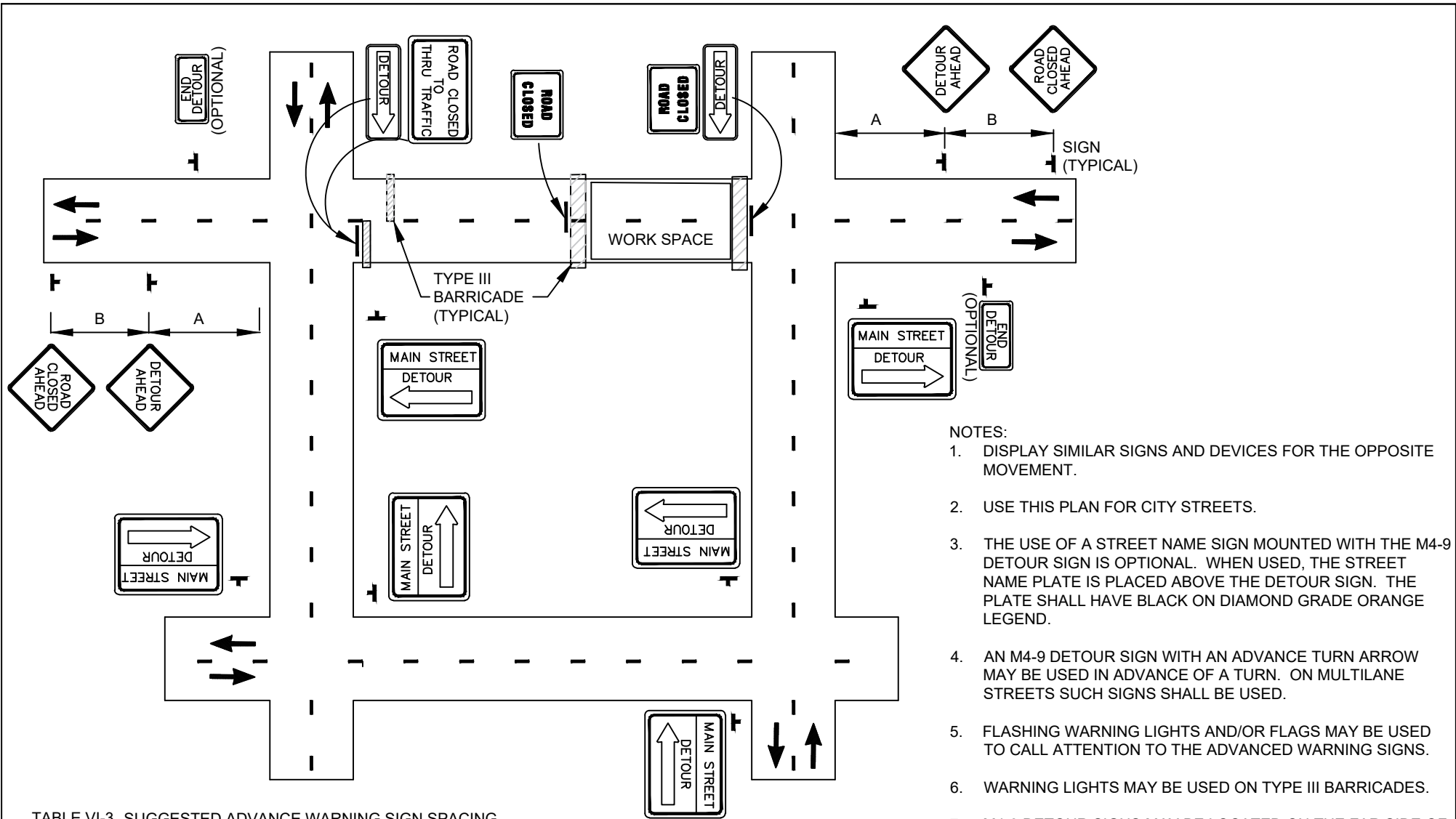
SHEET NO.
1 OF 1

DWG. NO. **EC.6**
DATE: JULY 01, 2014

DWG. BY FAYPWC
APPROVED BY J.E.G.

WATER RESOURCES
ENGINEERING DEPARTMENT





- NOTES:
1. DISPLAY SIMILAR SIGNS AND DEVICES FOR THE OPPOSITE MOVEMENT.
 2. USE THIS PLAN FOR CITY STREETS.
 3. THE USE OF A STREET NAME SIGN MOUNTED WITH THE M4-9 DETOUR SIGN IS OPTIONAL. WHEN USED, THE STREET NAME PLATE IS PLACED ABOVE THE DETOUR SIGN. THE PLATE SHALL HAVE BLACK ON DIAMOND GRADE ORANGE LEGEND.
 4. AN M4-9 DETOUR SIGN WITH AN ADVANCE TURN ARROW MAY BE USED IN ADVANCE OF A TURN. ON MULTILANE STREETS SUCH SIGNS SHALL BE USED.
 5. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCED WARNING SIGNS.
 6. WARNING LIGHTS MAY BE USED ON TYPE III BARRICADES.
 7. M4-9 DETOUR SIGNS MAY BE LOCATED ON THE FAR SIDE OF THE INTERSECTIONS.
 8. THIS STANDARD DERIVED FROM PART VI OF THE M.U.T.C.D., (STANDARDS AND GUIDES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENT MANAGEMENT OPERATIONS) ISSUED APRIL 1995.

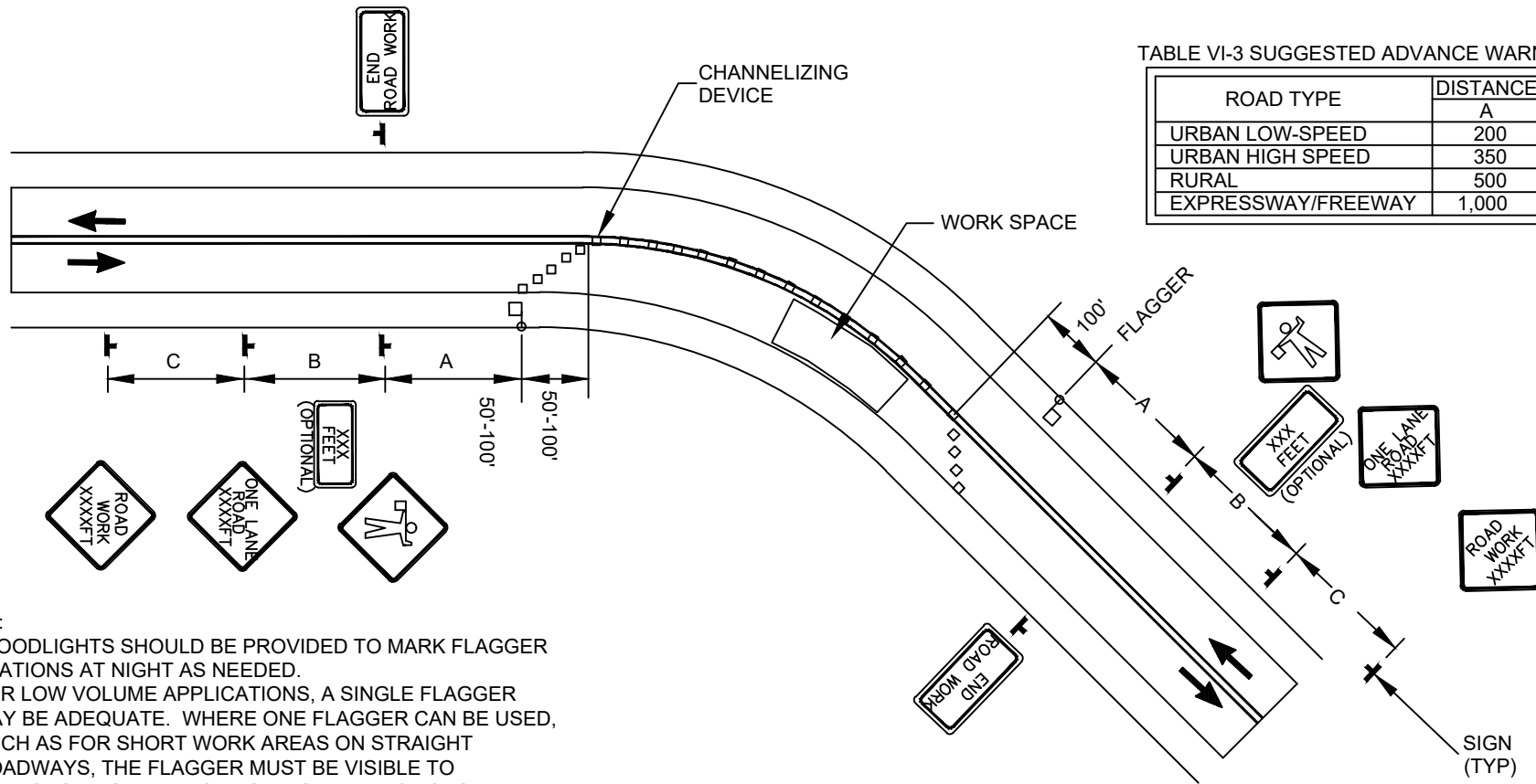
TABLE VI-3 SUGGESTED ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN LOW-SPEED	200	200	200
URBAN HIGH SPEED	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1,000	1,600	2,600

FIGURE TA-20 DETOUR FOR CLOSED STREET N.T.S.			FAYETTEVILLE PUBLIC WORKS COMMISSION FAYETTEVILLE, N.C.				NO.	DATE	REVISION
SHEET NO. 1 OF 1	DWG. NO. M.7	DWG. BY: FAYPWC	WATER RESOURCES ENGINEERING DEPARTMENT						

TABLE VI-3 SUGGESTED ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN LOW-SPEED	200	200	200
URBAN HIGH SPEED	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1,000	1,600	2,600



NOTES:

1. FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.
2. FOR LOW VOLUME APPLICATIONS, A SINGLE FLAGGER MAY BE ADEQUATE. WHERE ONE FLAGGER CAN BE USED, SUCH AS FOR SHORT WORK AREAS ON STRAIGHT ROADWAYS, THE FLAGGER MUST BE VISIBLE TO APPROACHING TRAFFIC FROM BOTH DIRECTIONS.
3. CHANNELIZING DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
4. THE ROAD WORK AHEAD AND THE END ROAD WORK SIGNS MY BE OMITTED FOR SHORT DURATION OPERATIONS.
5. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCED WARNING SIGNS.
6. THIS STANDARD DERIVED FROM PART VI OF THE M.U.T.C.D., (STANDARDS AND GUIDES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE, UTILITY, AND INCIDENT MANAGEMENT OPERATIONS) ISSUED APRIL 1995.

FIGURE TA-10
LANE CLOSURE ONE LANE
TWO-WAY TRAFFIC
N.T.S.

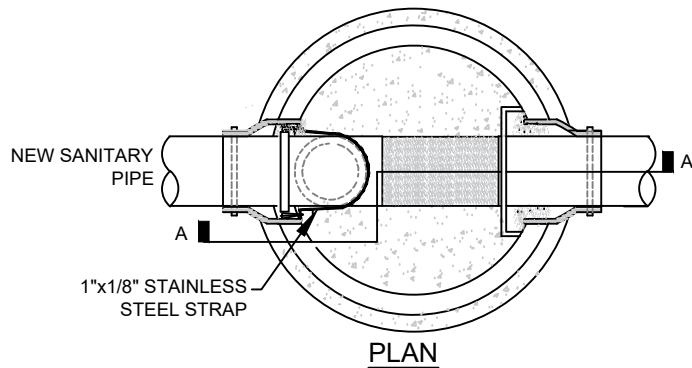
FAYETTEVILLE
PUBLIC WORKS COMMISSION
FAYETTEVILLE, N.C.



WATER RESOURCES
ENGINEERING DEPARTMENT

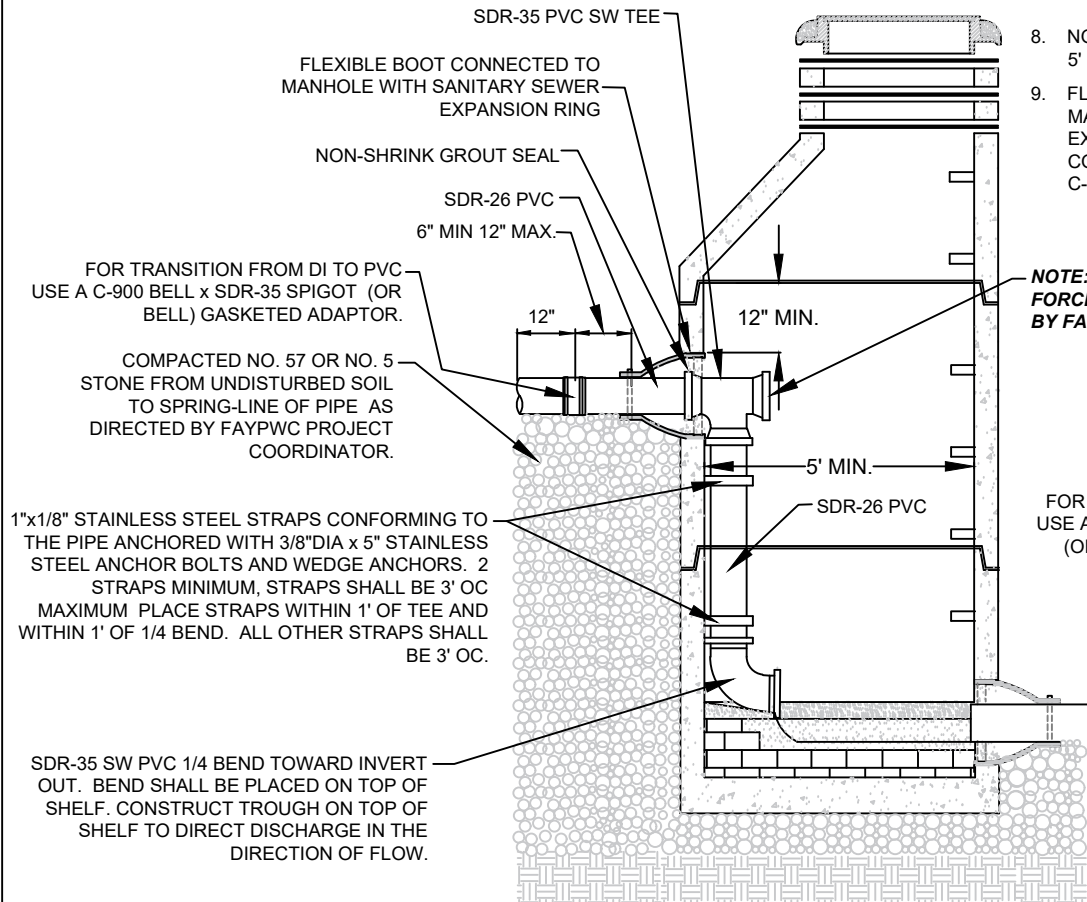
NO.	DATE	REVISION

SHEET NO. 1 OF 1	DWG. NO. M.8	DWG. BY: FAYPWC
	DATE: JAN. 01, 2022	APPROVED BY: M.M.M.



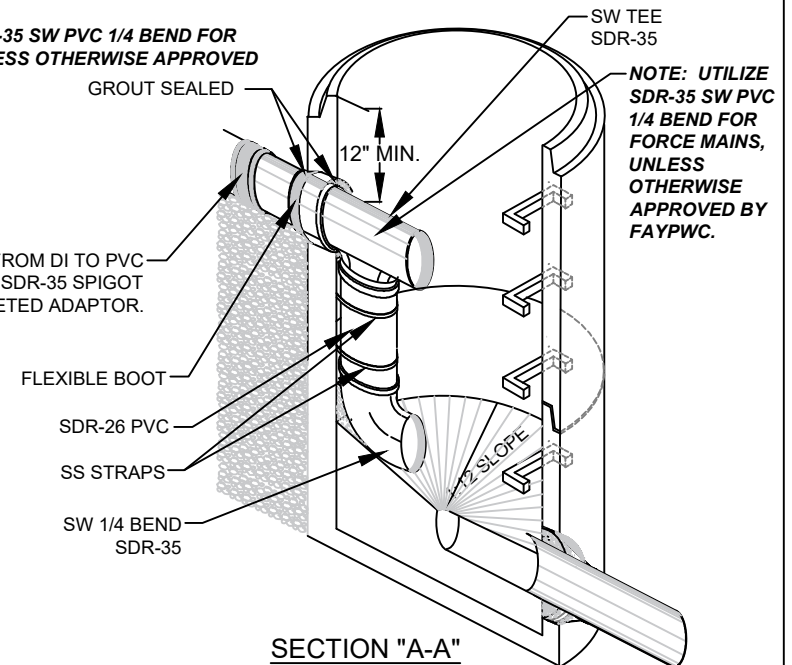
NOTES:

1. MANHOLE SHALL BE IN ACCORDANCE WITH FAYPWC STANDARDS, SEE MANHOLE DETAIL FOR ADDITIONAL INFORMATION.
2. ALL PVC FITTINGS FOR DROP STRUCTURE SHALL BE SDR-35 PVC WITH SOLVENT WELD JOINTS.
3. MANHOLES GREATER THAN 123' IN DEPTH SHALL HAVE MINIMUM 6" EXTENDED BASE.
4. DROP STRUCTURE SHALL BE PLACED WHERE SEWER MAIN OR LATERAL VERTICAL DROP BETWEEN INVERTS EQUALS OR EXCEEDS 2.50'. SEE PIPE SLIDE DETAILS FOR DROPS LESS THAN 2.50' VERTICAL SEPARATION.
5. DROP STRUCTURE MANHOLE SHALL BE A MINIMUM OF 5' DIAMETER. DROP STRUCTURE SHALL BE INSTALLED AGAINST WALL OF MANHOLE AS SHOWN. IF THE GRADE DOES NOT ALLOW, THEN INSTALL AS DIRECTED BY FAYPWC.
6. 5' DIA. MANHOLES REQUIRED FOR ALL DROPS 6" AND GREATER IN DIAMETER, AND WHEN 3 OR MORE 4" LATERALS ENTER MANHOLES WITH 4" INTERIOR DROPS. NO MORE THAN FOUR 4" INTERIOR DROPS ARE ALLOWED IN A 5' MANHOLE
7. NO MORE THAN 4, FOUR INCH LATERALS OR 3, SIX INCH LATERALS SHALL ENTER A 4' DIAMETER TERMINAL MANHOLE. NO MORE THAN 2 LATERALS (REGARDLESS OF SIZE) SHALL ENTER ALL OTHER 4' DIAMETER MANHOLES. ALL LATERALS SHALL HAVE AN INDIVIDUAL TROUGH. 5' DIAMETER MANHOLES SHALL BE USED IF THE ABOVE CONDITIONS ARE NOT MET. THE LATERAL INVERT SHALL BE AT THE TOP OF THE SHELF.
8. NO MORE THAN 5 LATERALS SHALL ENTER A 5' DIAMETER TERMINAL MANHOLE.
9. FLEXIBLE BOOT SHALL BE CONNECTED TO MANHOLE WITH STAINLESS STEEL EXPANSION RING. FLEXIBLE BOOT CONNECTORS SHALL CONFORM TO ASTM C-923 SPEC.
10. CONNECTIONS TO EXISTING MANHOLES SHALL HAVE CORE AND "BOOT" ONLY UNLESS APPROVED OTHERWISE BY FAYPWC PROJECT COORDINATOR.
11. ALL MANHOLES SHALL BE VACUUM TESTED IN ACCORDANCE WITH FAYPWC STANDARDS.



NOTE: UTILIZE SDR-35 SW PVC 1/4 BEND FOR FORCE MAINS, UNLESS OTHERWISE APPROVED BY FAYPWC.

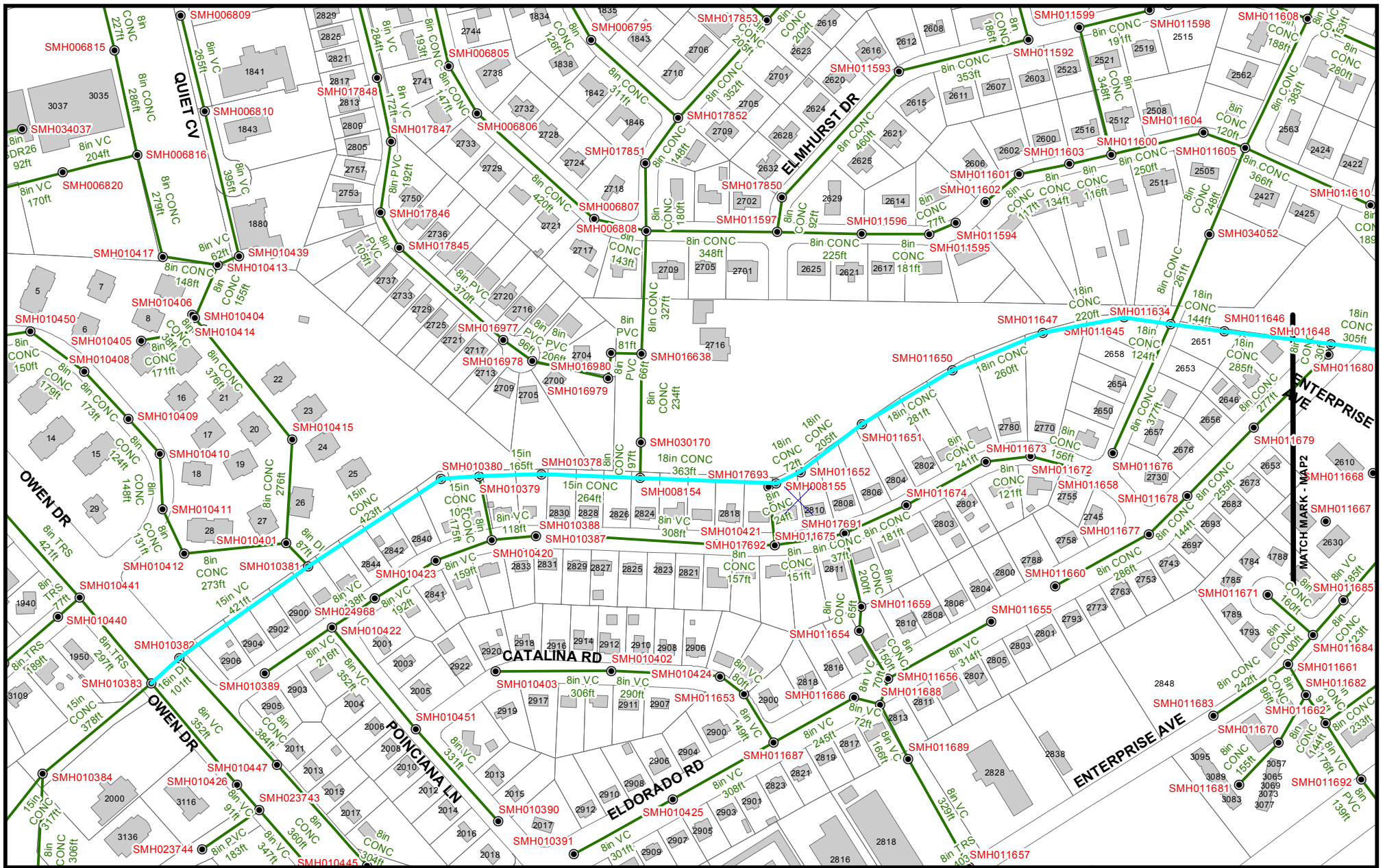
FOR TRANSITION FROM DI TO PVC USE A C-900 BELL x SDR-35 SPIGOT (OR BELL) GASKETED ADAPTOR.




INTERIOR DROP STRUCTURE SEWER MAINS AND LATERALS			FAYETTEVILLE PUBLIC WORKS COMMISSION FAYETTEVILLE, N.C.			NO.	DATE	REVISION	
SHEET NO. 1 OF 1	DWG. NO.	S.5	DWG. BY: FAYPWC				4	11/08	REVISED FITTING MATERIAL
	DATE:	JAN. 01, 2022	APPROVED BY: M.M.M.					5	07/12
								6	07/14
WATER RESOURCES ENGINEERING DEPARTMENT									

APPENDIX A SEWER MAIN LOCATION MAPS

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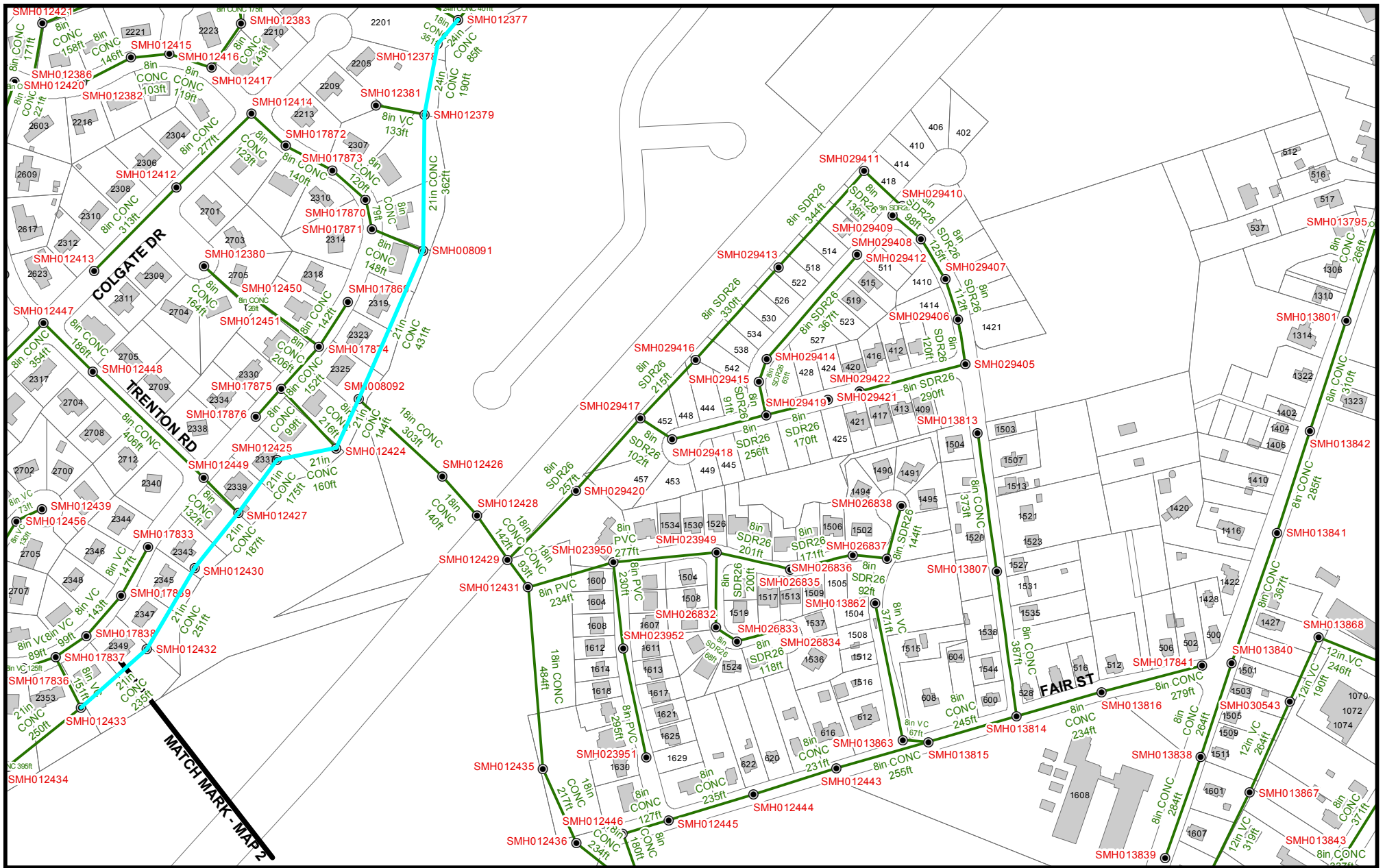


8/5/2020

1 inch = 350 feet

Sewer Main Rehabilitation 2020

Owen Drive to Colgate Drive - Map 1 - Rev.08-05-2020

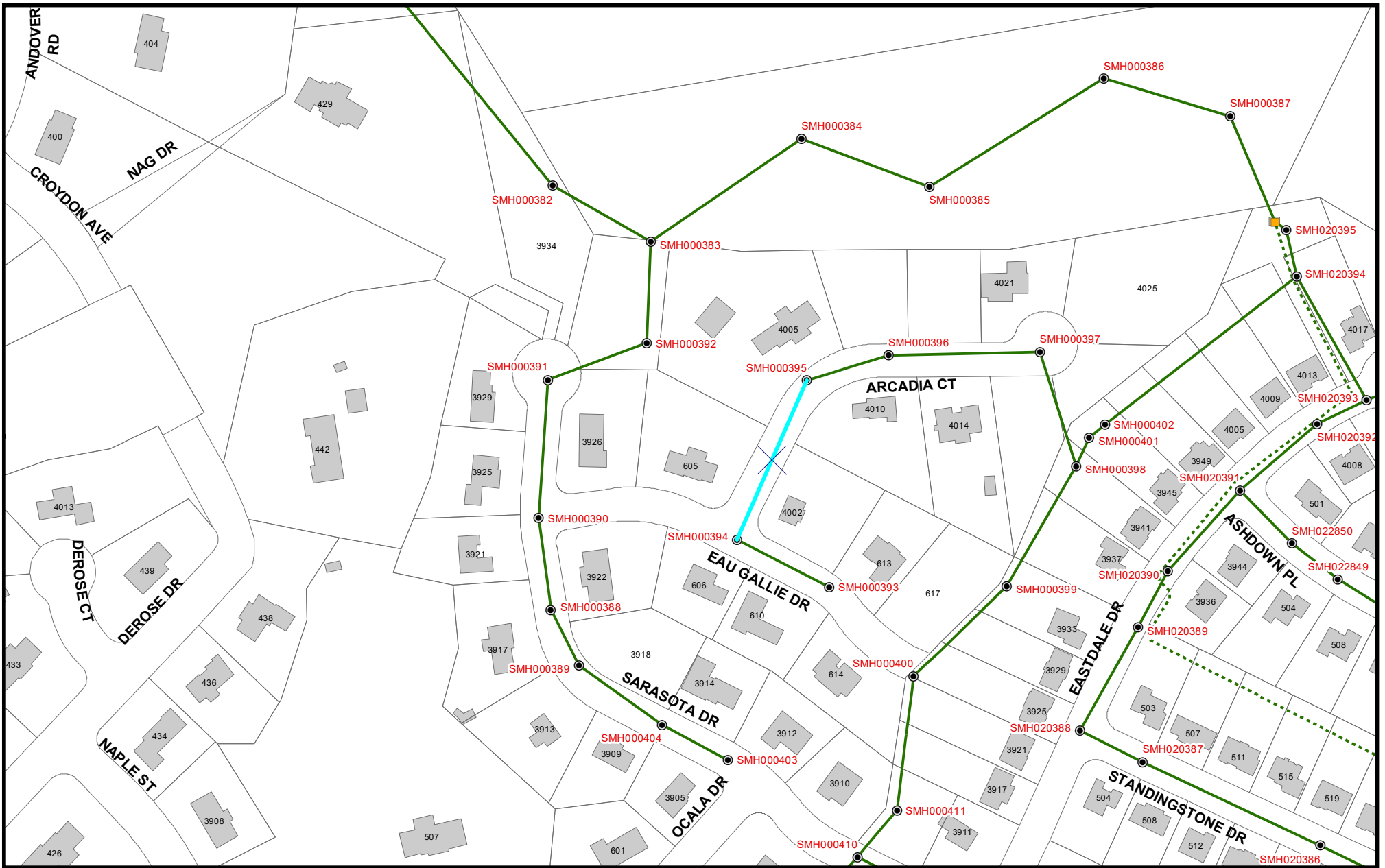



N

8/6/2020
1 inch = 350 feet

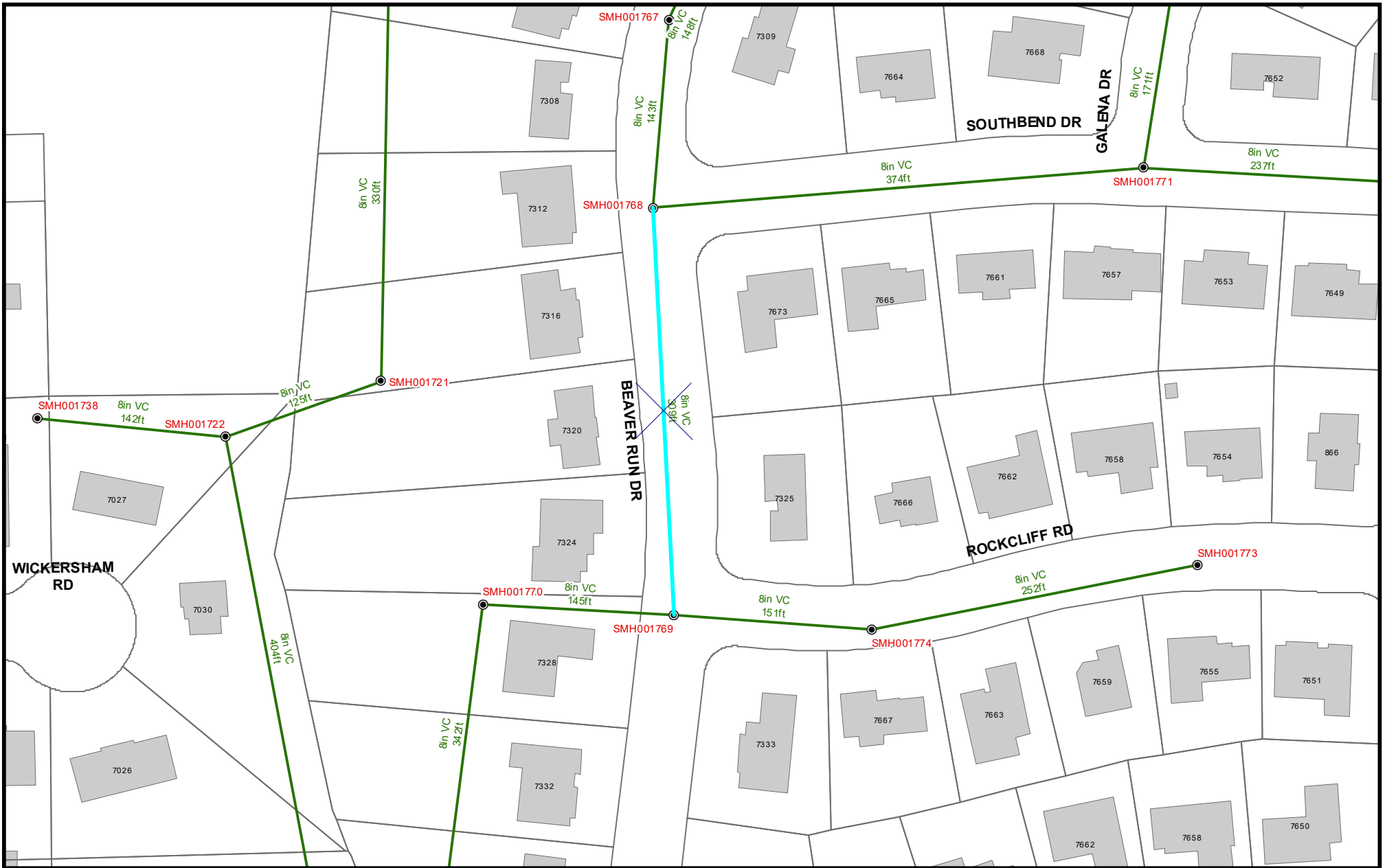
Sewer Main Rehabilitation 2020

Owen Drive to Colgate Drive - Map 3 - Rev. 08-06-2020




N

 10/5/2021
 1 inch = 200 feet

Sewer Main Rehabilitation 2022 Arcadia Court

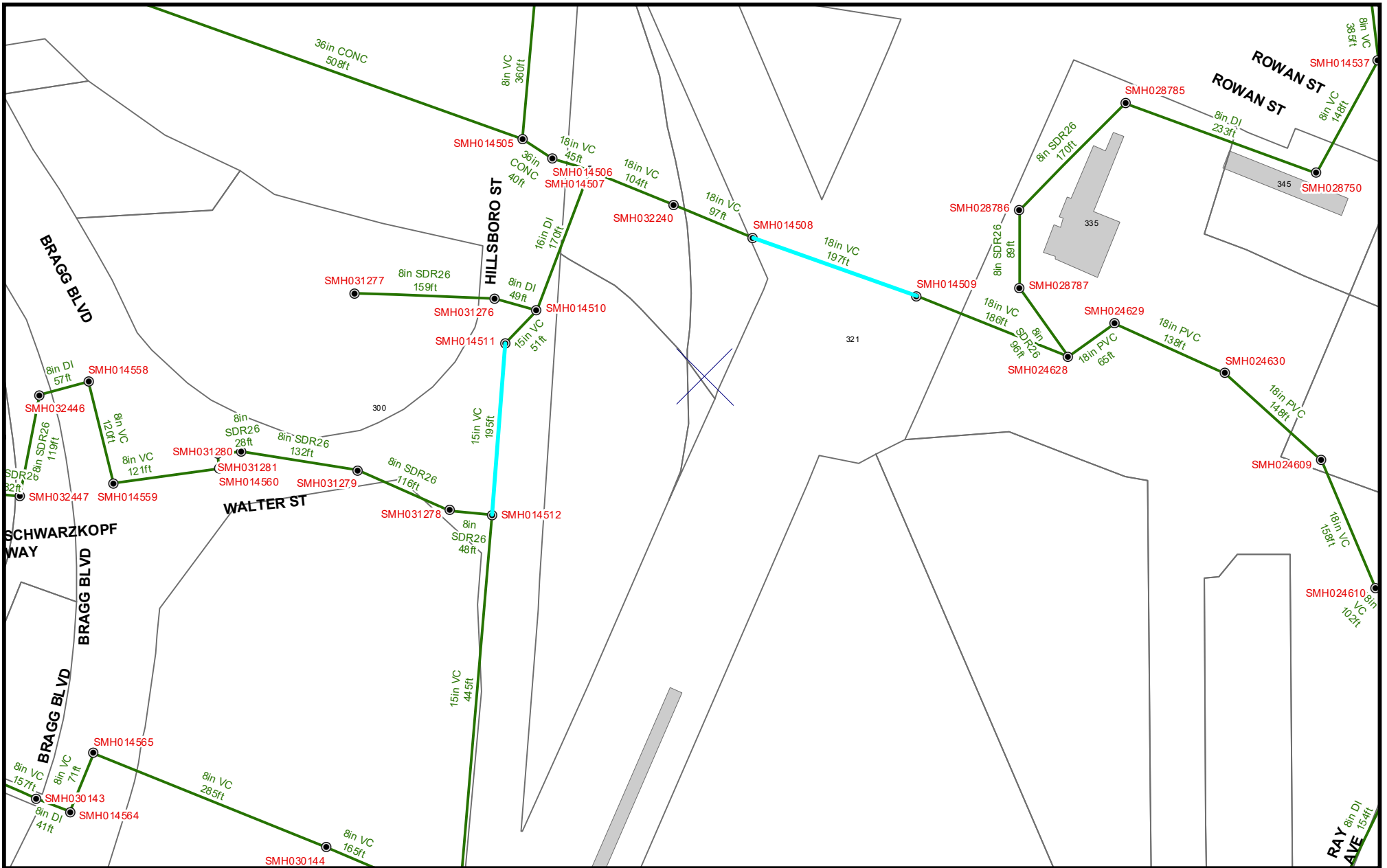



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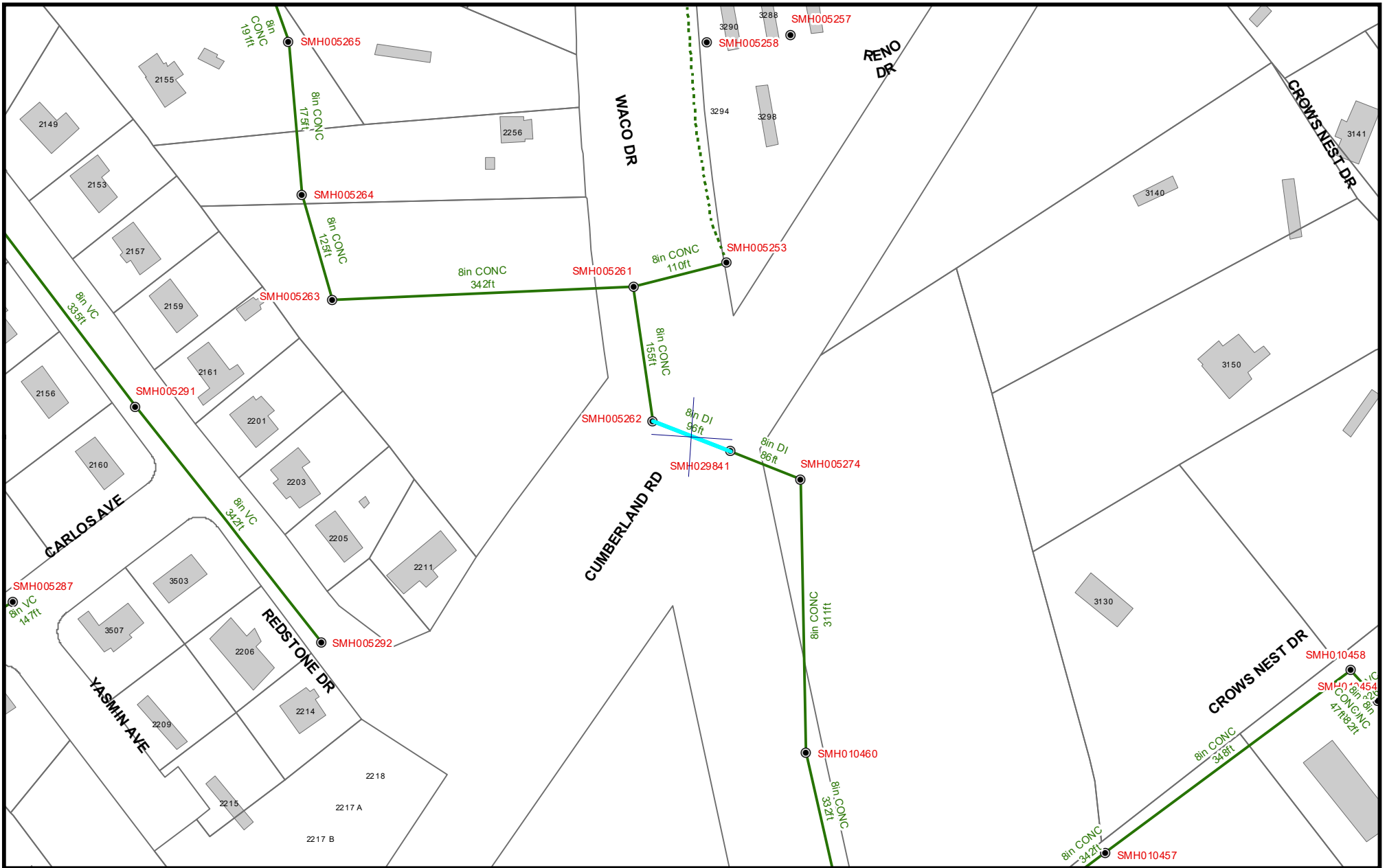
9/17/2021
1 inch = 100 feet


Sewer Main Rehabilitation 2022 Beaver Run Drive



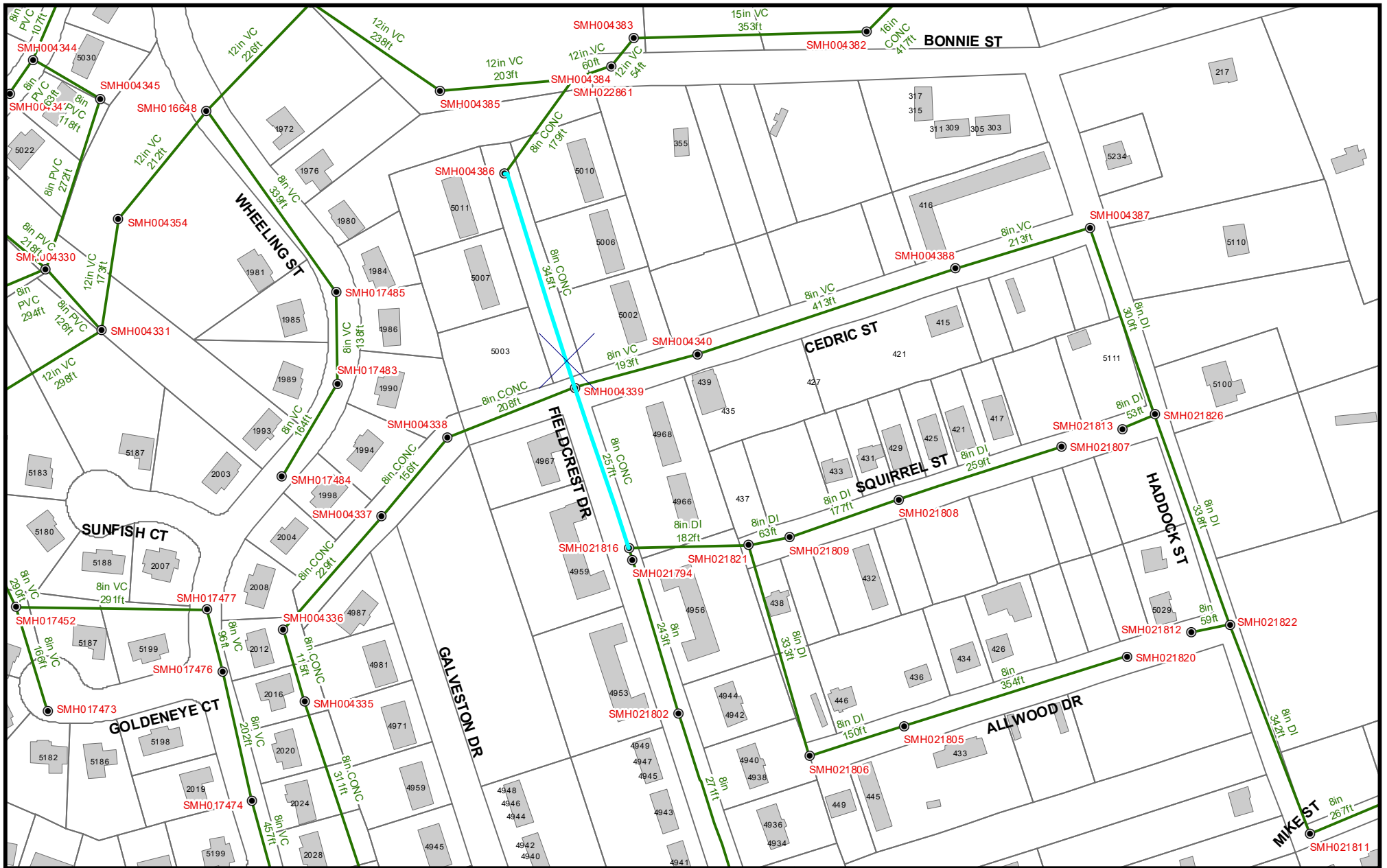
N

 7/19/2021
 1 inch = 150 feet

Sewer Main Rehabilitation 2022 Bragg Boulevard to Green Street





 7/22/2021
 1 inch = 150 feet

Sewer Main Rehabilitation 2022 Cumberland Road - Leftover

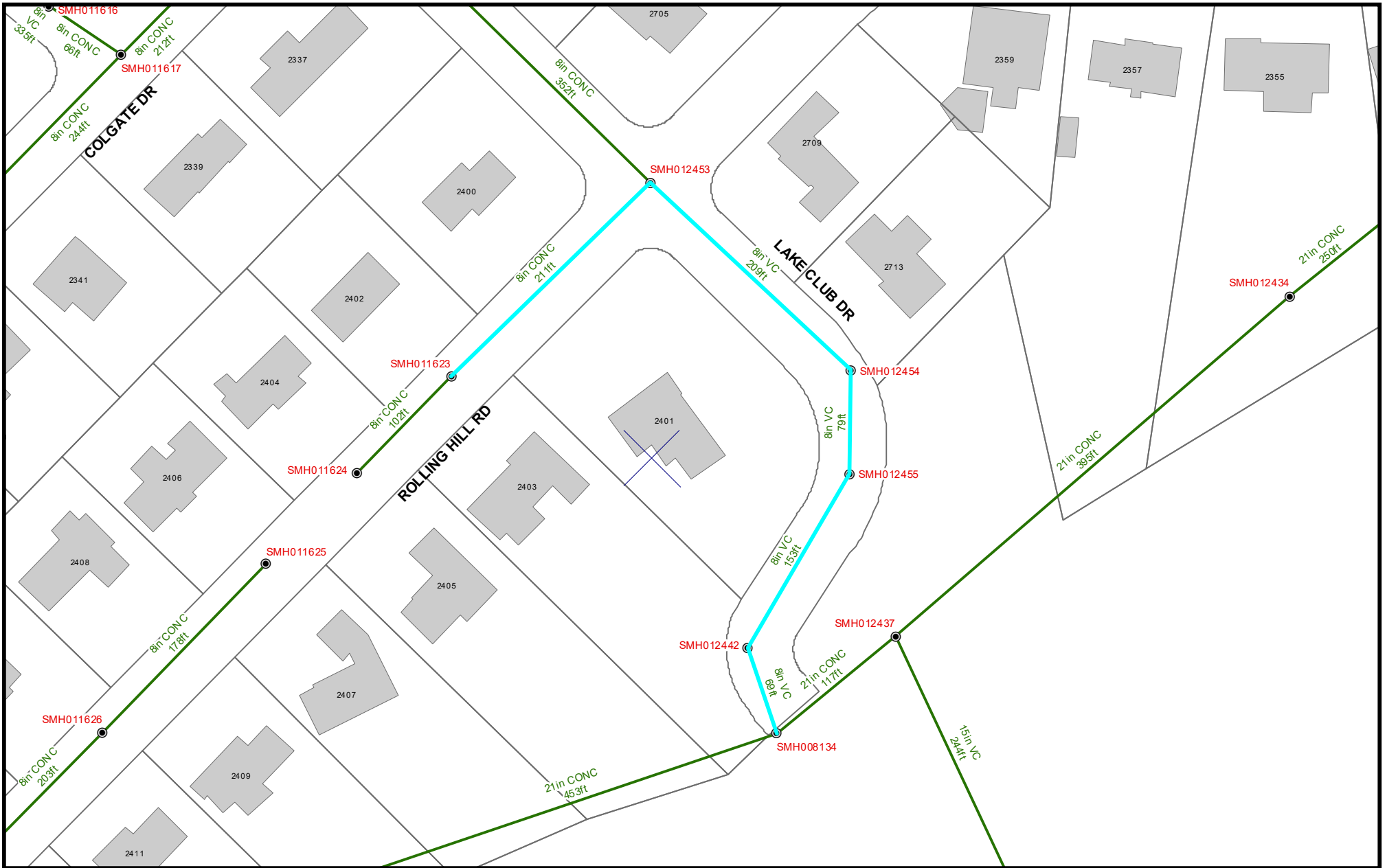


N



7/8/2021
1 inch = 200 feet

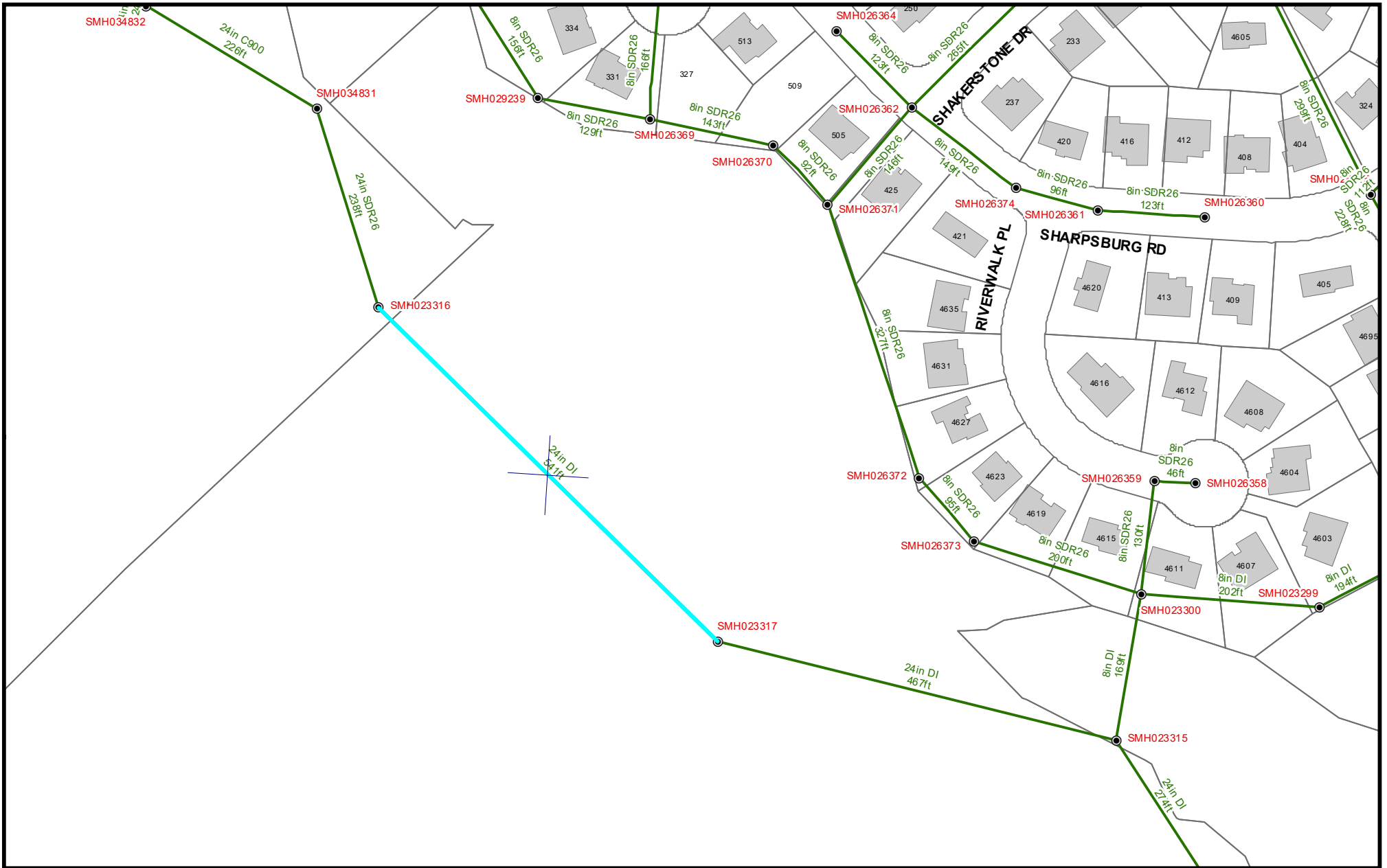
Sewer Main Rehabilitation 2022 Fieldcrest Drive




N

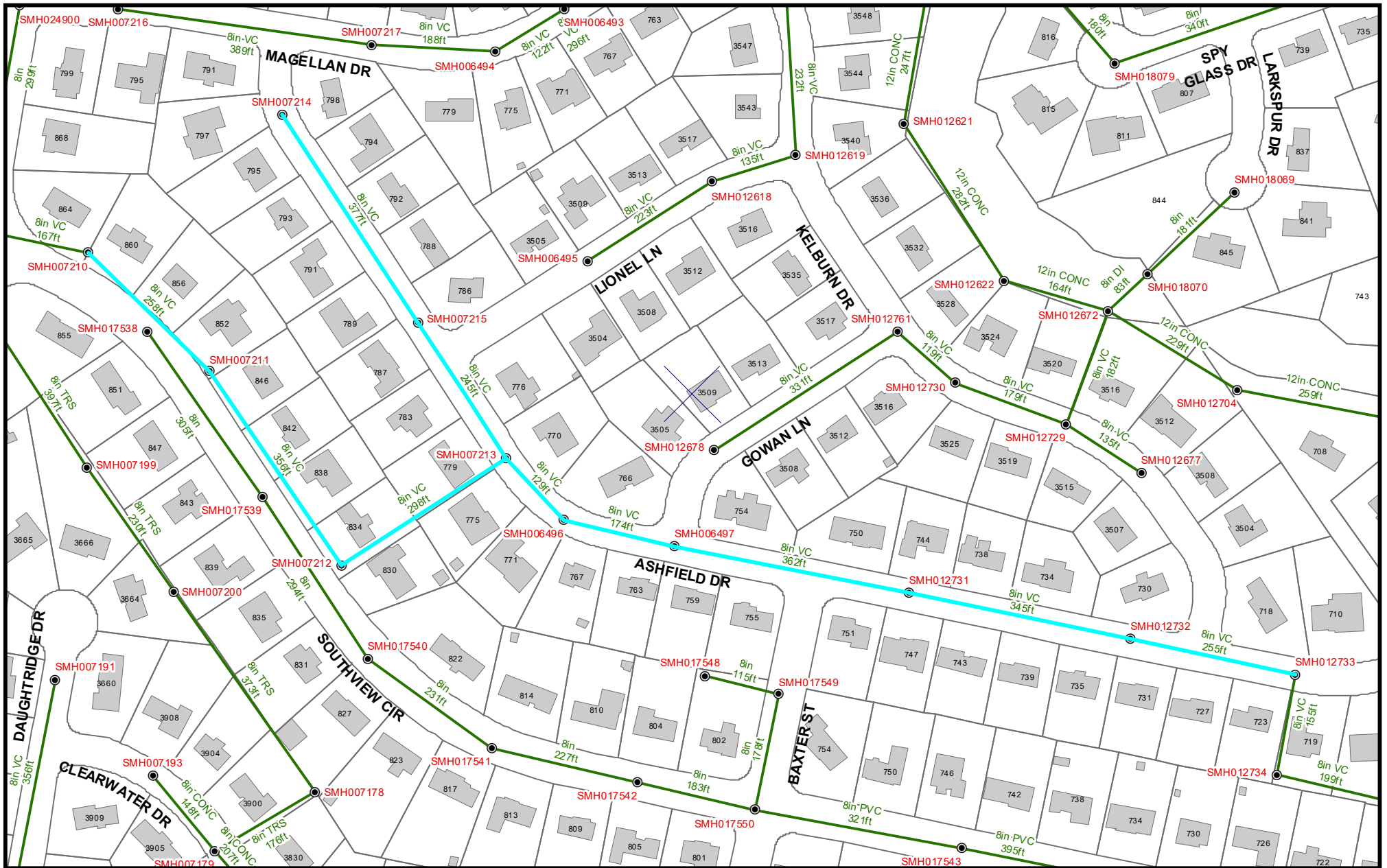
2/8/2022
1 inch = 100 feet


Sewer Main Rehabilitation 2022 Lake Club Drive



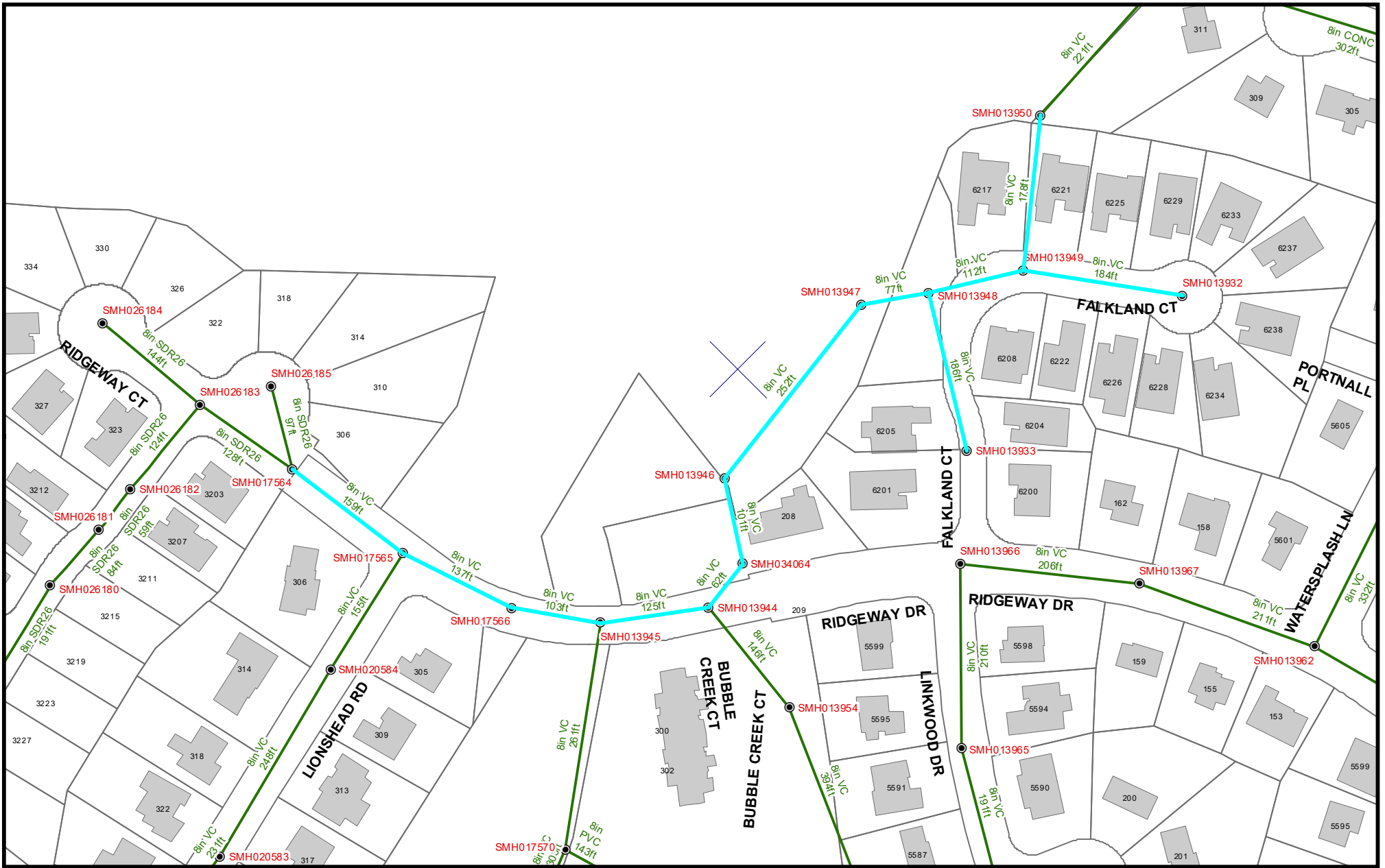

 7/22/2021
 1 inch = 150 feet

Sewer Main Rehabilitation 2022 River Walk Place - Leftover




 N
 5/18/2022
 1 inch = 200 feet

Sewer Main Rehabilitation 2023 Ashfield Drive to Southview Circle



N

5/18/2022
1 inch = 150 feet

Sewer Main Rehabilitation 2023 Falkland Court to Ridgeway Court

**APPENDIX B
CHAIN OF CUSTODY FORMS**

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CHAIN OF CUSTODY FORM

CIPP LINER TEST SAMPLES

CLIENT: _____

PROJECT: _____

SAMPLE ID: _____ (Must be a unique identification number)

SAMPLE LOCATION: _____ (Manhole Facility ID No.)

SAMPLE TYPE: _____ (Restrained, flat plate)

PIPE DIAMETER (Inches): _____ LINER THICKNESS (mm) _____

Date and Time Sample Taken : ____/____/____ at _____ (AM / PM)

Sample taken by : _____ (Installer signature)

Witnessed by : _____ (PWC Inspector signature)

TEST RESULTS WILL NOT BE ACCEPTED WITHOUT INSPECTOR'S SIGNATURE

SHIPPED BY: _____ (Shipper name) SHIPMENT ID: _____

TESTING LABORATORY: _____ (Lab Name)

TO BE FILLED OUT BY TESTING LAB: (OR ATTACH LAB FORM)

Date sample received : ____/____/____

Date Sample Tested : ____/____/____

Tested by : _____ (Lab technician signature)

Comments : _____

Attach Test Results to This Form and Return to PWC at: 955 Old Wilmington Road
Fayetteville, NC 28301

Attention : John P. Allen, P.E.

Test Results Received by PWC: _____ (PWC PM Signature)

Date Results Received by PWC: ____/____/____

APPENDIX C
SALES TAX FORMS

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PROJECT TITLE _____ Pay App # _____

SALES/USE TAX CERTIFICATE

(Use as many sheets as needed/sign affidavit of last sheet per pay estimate)

Analysis of consumed material **Manufactured or Purchased** by you. Sales and/or Use Tax Regulation Number 41 requires that the City of Fayetteville secure from each contractor certified statements setting forth the cost of the materials and supplies manufactured or purchased by you and consumed in construction. This form is provided for you to list the materials consumed in construction. Please complete this form by inserting the information required below.

<u>Vendor Name</u>	<u>Date Purchased</u>	<u>Invoice Number</u>	<u>Amount Less Tax</u>	<u>Sales Tax % State/ % Local</u>	<u>Invoice Total</u>	<u>County Paid</u>
_____	_____	_____	_____	_____/_____	_____	_____
_____	_____	_____	_____	_____/_____	_____	_____
_____	_____	_____	_____	_____/_____	_____	_____
_____	_____	_____	_____	_____/_____	_____	_____
_____	_____	_____	_____	_____/_____	_____	_____
_____	_____	_____	_____	_____/_____	_____	_____

\$ _____ \$ _____ \$ _____ \$ _____

AFFIDAVIT

This is to certify that sales/use tax was or will be paid as stated above on materials and supplies purchased or manufactured by the **City of Fayetteville, North Carolina**, for the above mentioned project during the period and billed on this payment application # _____

(Contractor)

(Authorized Signature/Date)

(Address)

(Telephone Number)

(City, State, Zip)

(Fax Number)

Date: _____

Page _____ of _____