

CONTRACT DOCUMENTS

VOLUME I

PWC2223033

**FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII,
CONSTRUCTION AREA 26-CLIFFDALE WEST**

ISSUED FOR BID

MARCH 2023

**Fayetteville Public Works Commission
Water Resources Engineering
PWC Administrative Building
955 Old Wilmington Road
Fayetteville, NC 28301**

**Moorman, Kizer & Reitzel,
Inc. 115 Broadfoot Avenue
Fayetteville, NC 28305
(910) 484-5191
NC License F-0106**

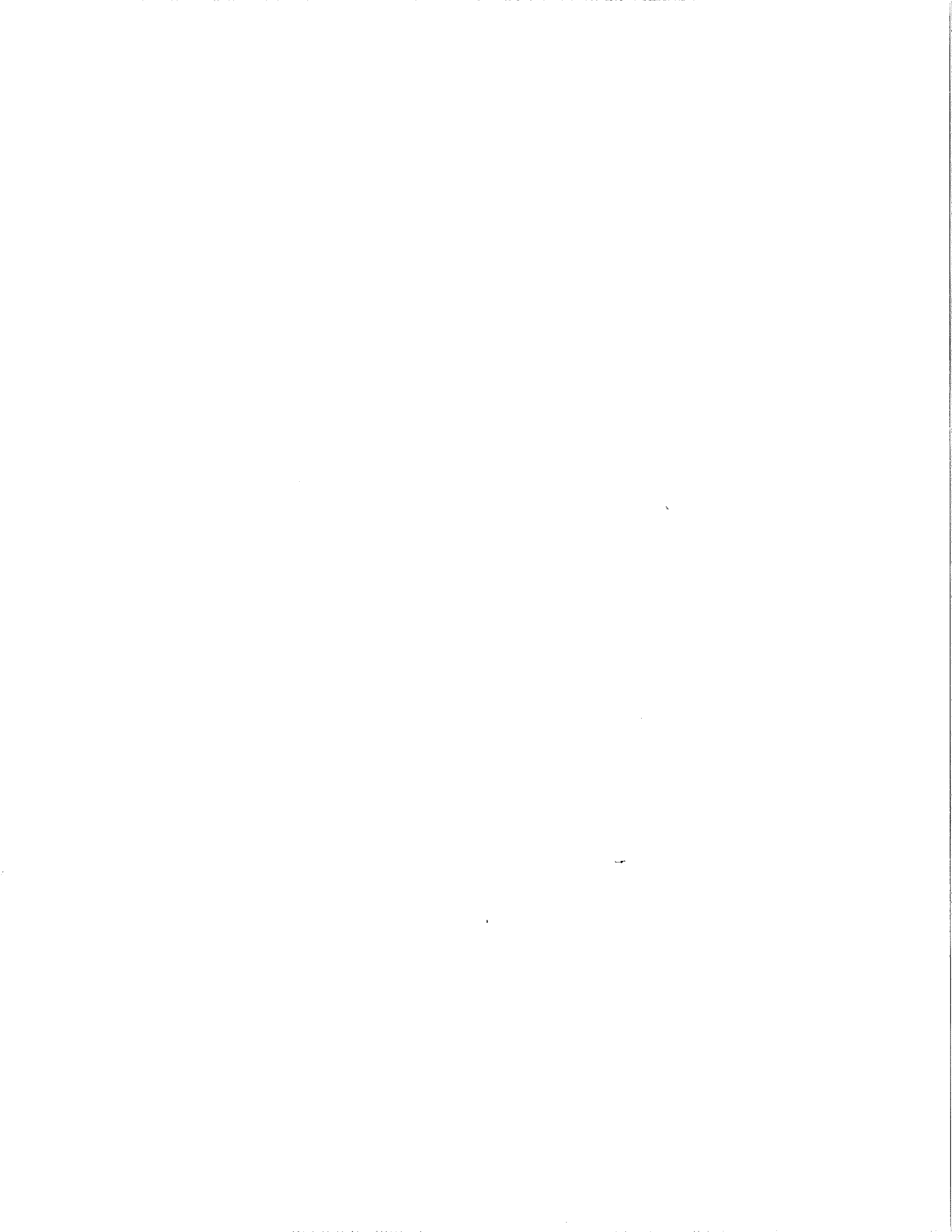


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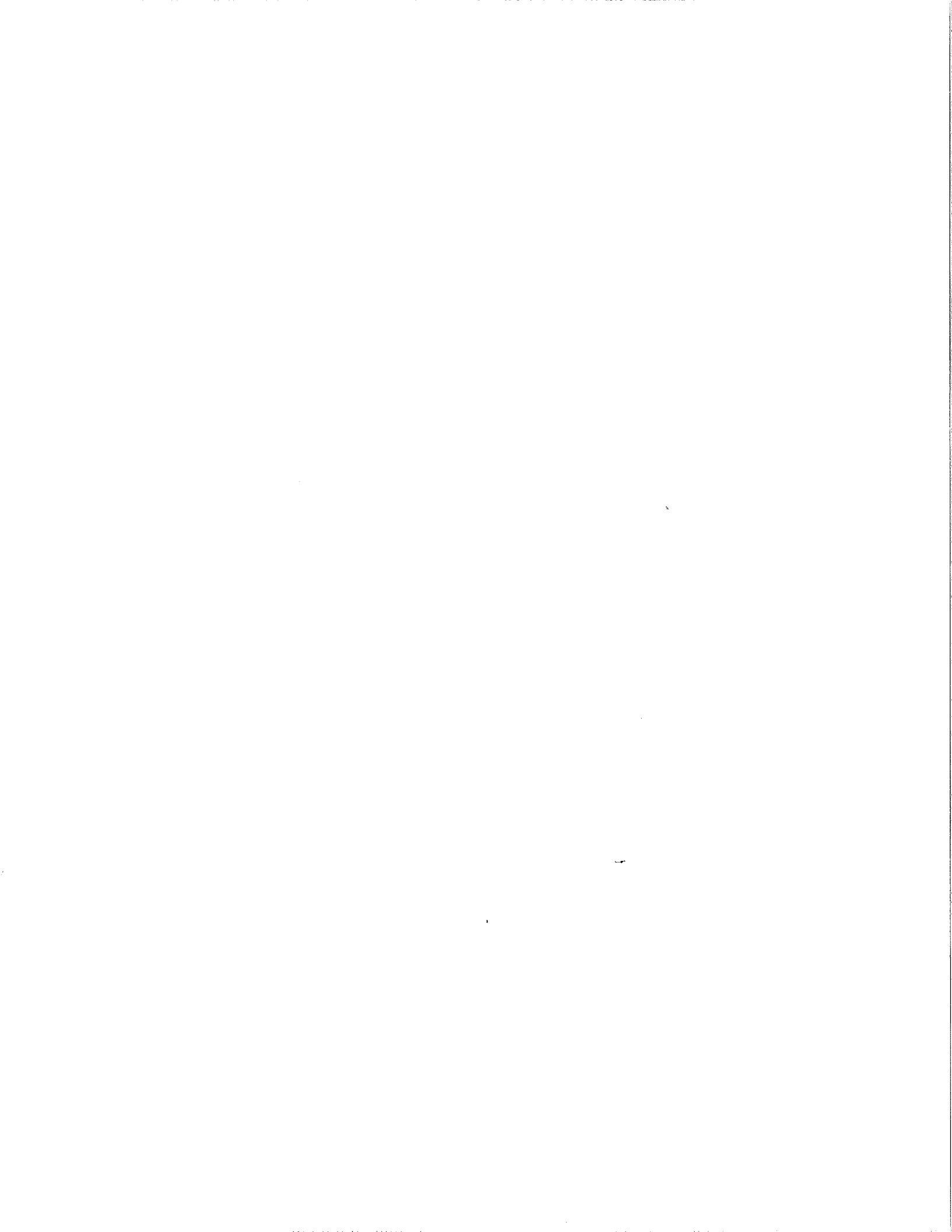
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SECTION A – PROJECT SPECIFICS GENERAL

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**ADVERTISEMENT FOR BID
FAYETTIVLLE PUBLIC WORKS COMMISSION
FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 –
CLIFFDALE WEST**

**Cumberland County
North Carolina**

Pursuant to N.C.G.S 143-129 of the General Statutes of North Carolina, sealed bids are solicited and will be received at the Fayetteville Public Works Commission, Administration Building, Conference Room 107, 955 Old Wilmington Road, Fayetteville, NC 28301, until **2:00 p.m., EST Tuesday, April 11, 2023**, at which time they will be publicly opened and read for construction of approximately **20,888** linear feet of gravity sewer and **143** linear feet water main within the Cliffdale West Subdivision area.

A **MANDATORY** pre-bid conference will be held at **11:00 a.m. on Wednesday, March 22, 2023, via web conference**. All potential bidders must email Tanya Hazlett, Procurement Advisor at Tanya.Hazlett@faypwc.com of their intent to attend, and to be added to the web conference ID: **231 582 627 741#**. Potential bidders will have the ability to join the web conference via phone at: (910) 302-6113 with Phone Conference ID **348 5053#** and/or via web base with the Microsoft Application TEAMS. It is encouraged to utilize the application via web as this pre-bid will contain a presentation of plans and an agenda. Should you need assistance accessing the TEAMS application via web, smart-phone, or tablet, please reach out to Tanya Hazlett via email at the email address listed above or via phone at (910) 223-4023.

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

Bids must be enclosed in a sealed envelope addressed to Tanya Hazlett, Procurement Advisor, Fayetteville Public Works Commission, 955 Old Wilmington Road, Fayetteville, North Carolina 28301. The outside of the envelope must be marked **SEALED BID: FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 – CLIFFDALE WEST** and shall indicate the name, address and state license number of the bidder. Bids shall be submitted on the printed forms, or exact copies thereof, contained in the Contract Documents.

Each bid 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 bid 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).

ANNEXATION PHASE V, PROJECT XII AREA 26 - CLIFFDALE WEST

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 **Thursday, March 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/colleges-schools-and-departments/broadwell-college-of-business-and-economics/outreach-centers/construction-resource-office>. In collaboration with the North Carolina Institute of Minority Economic Development, the FSU CRO offers services and support to help small, minority, veteran, and women-owned businesses identify and compete for construction-related projects.

At the CRO, potential bidders may:

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

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

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

The Fayetteville Public Works Commission reserves the right to reject any or all bids 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 bids 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 Bid Opening for a period of ninety (90) calendar days.

FAYETTEVILLE PUBLIC WORKS COMMISSION

Candice Kirtz
Director of Supply Chain

**00100 - INSTRUCTIONS TO BIDDERS
FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 –
CLIFFDALE WEST**

A. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in the Definitions and Terminology sections of the General Conditions.

B. 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.

C. 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 the 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 Advisor 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 the 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 the 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 inscope and detail to indicate and convey an understanding of all terms and conditions for the performanceof the Work.

D. INTERPRETATIONS AND ADDENDA

1. All questions about the meaning or intent of the bid or Contract Documents shall be submitted in writing to Tanya Hazlett, Procurement Advisor, by email to tanya.hazlett@faypwc.com. In order to receive consideration, questions must be received by **5:00 p.m., Wednesday, March 29, 2023**. Any interpretations of questions so raised, which in the opinion of Project Engineer require interpretations, will be issued by Addenda via email or posted online by the Owner and/or Design Engineer. An Addendum extending the Bid Opening date may be issued up to five (5) business days before the Bid Opening date. An Addendum withdrawing the Invitation for Bid may be issued any time prior to the Bid Opening date. The 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.

E. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings orrequired 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.

F. 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 Fayetteville Public Works Commission without a North Carolina Contractor's License.
3. Each bidder shall indicate its North Carolina Contractor's License number on the bid envelopeand the Bid Form.
4. License Classification shall be:

- Public Utilities Water and Sewer: Unlimited
- Unclassified: Unlimited

G. 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.

H. SMALL LOCAL SUPPLIER (SLS) PROGRAM / SMALL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. PWC is committed to promoting the utilization of small, local businesses in the Fayetteville Metropolitan Statistical Area (MSA) by increasing opportunities for those businesses to participate in PWC procurements. The MSA consists of Cumberland County, Hoke County, and Harnett County. PWC requires Bidders to report efforts to utilize Small Disadvantaged Business Enterprises (SDBEs) and Historically Underutilized Businesses (HUBs) for specific projects and encourages all Bidders to report all such efforts for SDBEs, HUBs, and small, local businesses regardless of the requirements of a specific project. Bidders should document any good-faith efforts and utilization in the SDBE forms provided within the Contract Documents and found at: (link).
2. NCDOT Disadvantaged Business Enterprise (DBE) and Historically NC DOA Underutilized Business firms with current certifications are acceptable for listing in the bidder's submittal of SDBE participation and will be considered to meet any necessary contract goal. Firms that are certified through NCDOT are listed at the "Vendor Directory" which can be accessed through the following: <https://www.ebs.nc.gov/VendorDirectory/default.html> Firms that are certified through NC DOA are listed at the "HUB Vendor Search" which can be accessed through the following <https://www.doa.state.nc.us/HUB/searchhub.htm>
3. Bidder shall submit, with their bid, the SDBE documentation required in the Contract Documents. It is strongly recommended that the Bidder attend the Pre-Bid Meeting, as important information will be reviewed.
4. Small Local Supplier (SLS) Program

PWC is committed to promoting the utilization of small, local businesses in the Fayetteville Metropolitan Statistical Area (MSA) by increasing opportunities for those businesses to participate in PWC procurements. The MSA consists of Cumberland County, Hoke County, and Harnett County. PWC encourages Bidders to solicit SDBEs, HUBs, and small, local businesses and report any efforts to do so. Bidders should report such good-faith efforts and any subcontractor, vendor, or supplier utilization in the forms provided within this bid package.

I. 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, email, 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 black ink. Black or blue pen ink is acceptable if handwritten. 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. Bid submittals sent by mail should be registered mail. The sealed Bid, marked as indicated above, should be enclosed in an additional sealed envelope similarly marked and addressed to:

Fayetteville Public Works Commission
Attn: Tanya Hazlett, Procurement Advisor
955 Old Wilmington Road
Fayetteville, North Carolina 28301
5. Mark the 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 the 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 Checklist 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 sealed until the time and date set for the opening of Bids.
12. All late Bids shall be returned unopened to the sender.

J. 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.

K. OPENING OF BIDS

1. Bids will be opened publicly and read aloud on the date and time set for the Bid Opening 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.

L. MODIFICATION OF BIDS

1. A Bid may be modified or withdrawn by the Bidder at any time prior to the time and date set for the Bid Opening. 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 Bid Opening.

M. WITHDRAWAL OF BID DUE TO ERROR

1. If the Bidder desires to withdraw its Bid, 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

N. BIDS TO REMAIN OPEN

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

O. ESTIMATED QUANTITIES

1. The estimated quantities contained herein in certain items in the Bid 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 Bid as accepted. PWC further reserves the right to delete any single line item or combination of items from the bid, 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 the 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 Bid.

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 bid.
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 submittals will be reviewed to ascertain which bids technically and otherwise address all the requirements of these Contract Documents. Bid submittals 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. 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.

R. PERFORMANCE AND OTHER BONDS

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

S. E-VERIFY REQUIREMENTS

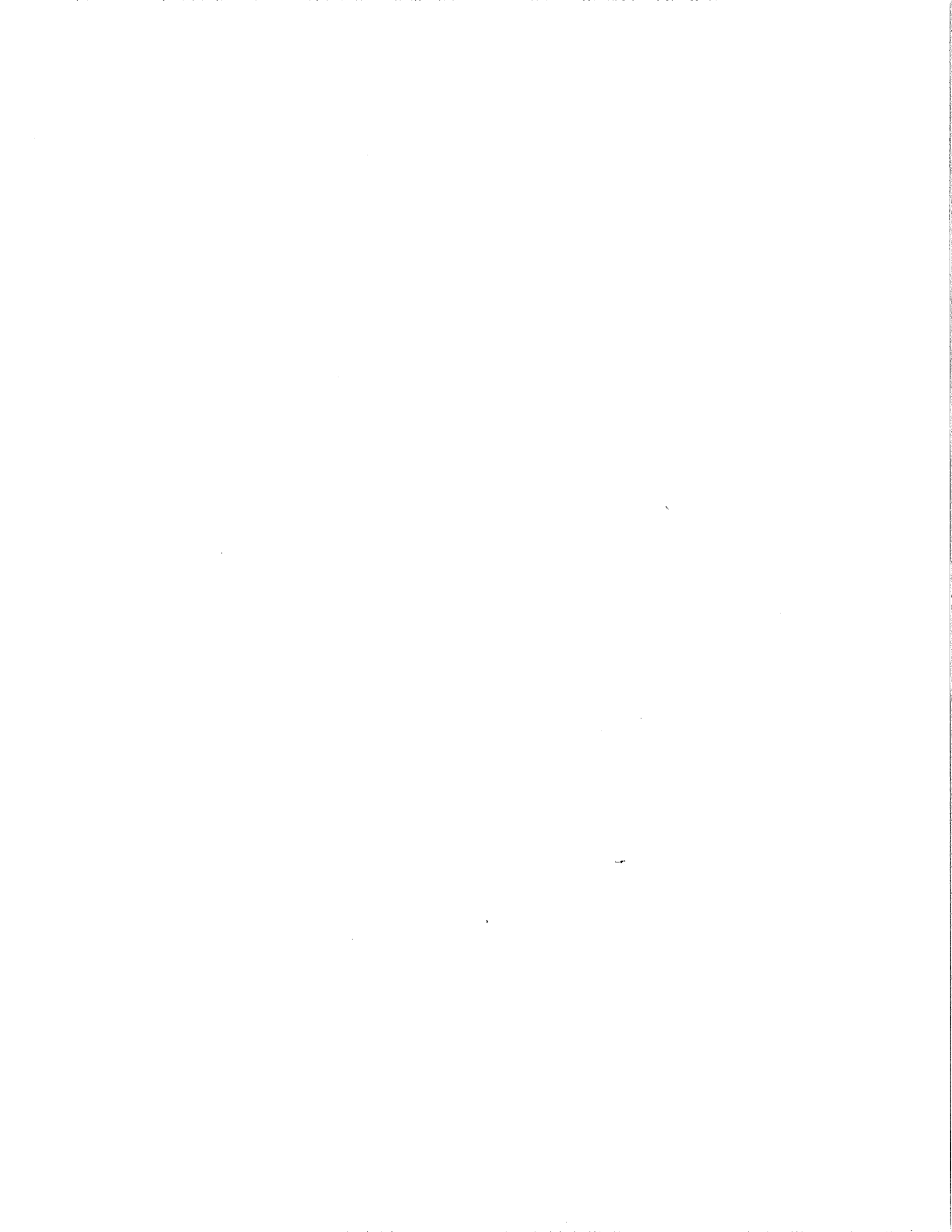
1. Contractor hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 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.

T. IRAN DIVESTMENT ACT

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

*** END OF SECTION ***

**SECTION A – PROJECT SPECIFICS
BID SUBMITTAL DOCUMENTS**



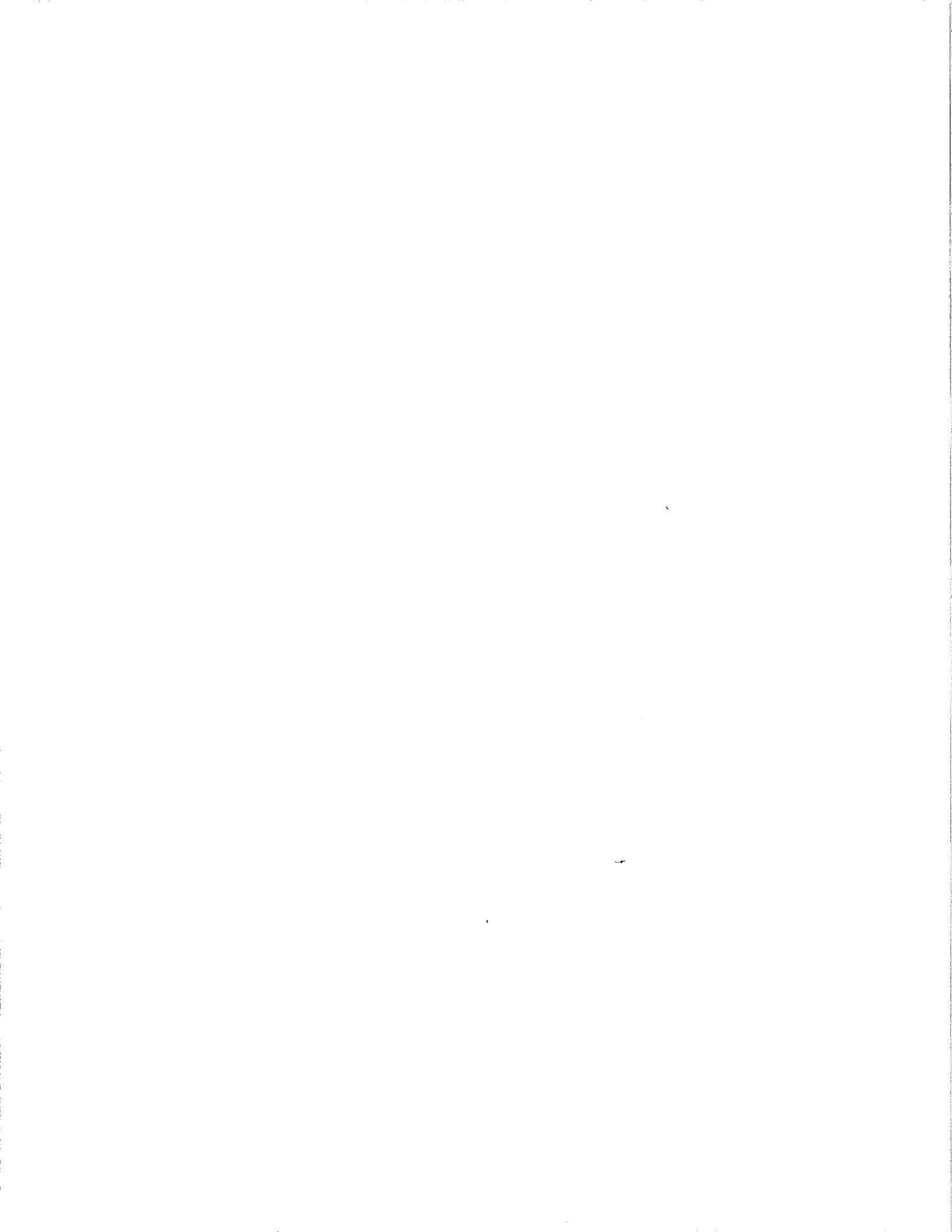
**BID SCHEDULE – PERFORMANCE AND DELIVERY
FAYETTIVELLE PUBLIC WORKS COMMISSION
FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION
AREA 26 – CLIFFDALE WEST**

Virtual Pre-Bid Meeting:	11:00 a.m., Wednesday, March 22, 2023
(MANDATORY)	Via Microsoft Teams
Deadline for Questions from Bidders ¹	5:00 p.m., Wednesday, March 29, 2023
Deadline for Addenda issued by PWC Procurement Department and Project Engineer ²	5:00 p.m., Friday, March 31, 2023
Bid Opening (Submittal Deadline)	2:00 p.m., Tuesday, April 11, 2023
Contract Time:	445 days
Liquidated Damages:	\$1,000.00 per day for each day beyond the Final Completion Date
Bid Acceptance Period	Ninety (90) Calendar Days unless otherwise noted

-
1. Questions regarding this bid must be submitted in writing to the attention of Tanya Hazlett, Procurement Advisor, by email to tanya.hazlett@faypwc.com no later than 5:00 p.m. on March 29, 2023.

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

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



BID SUBMITTAL CHECKLIST

- 1. Enter Contractor's License Number where called for in the Bid Form and on the outside of the sealed envelope containing the Bid.
- 2. Photocopy of Contractor's License.
- 3. Bid Bond or other security.
- 4. Bid Forms Section 00300.
- 5. Provide the responsible North Carolina Registered Agent for Insurance Claims. Include contact information.
- 6. Provide the proposed responsible Bonding Company name. Include contact information.
- 7. List of proposed Subcontractors and material suppliers exceeding 5% of the Contract Value.
- 8. Non-Collusive Affidavit.
- 9. Nondiscrimination Clause.
- 10. Affidavit of Organization and Authority and Sworn Statement.
- 11. Equal Employment Opportunity Acknowledgment.
- 12. Certification regarding Debarment, Proposed Debarment, and other Responsible Matters.
- 13. FTA Certification Regarding Lobbying.
- 14. SDBE Contract Provisions Form.
- 15. Affidavit A – Listing of Good Faith Efforts, et al.
- 16. Affidavit B – (Only if the Contractor will perform **ALL ELEMENTS OF THE WORK** on this project with their own forces **AND** will complete **ALL ELEMENTS OF THIS PROJECT WITHOUT THE USE OF SUBCONTRACTORS, MATERIAL SUPPLIERS, OR PROVIDERS OF PROFESSIONAL SERVICES.**
- 17. Affidavit C or Affidavit D of the SDBE Participation Program as appropriate.
- 18. Identification of Minority Business Participation Form.
- 19. 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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TECHNICAL EVALUATION CRITERIA FORM

*****TO BE SUBMITTED WITH BID PACKAGE*****

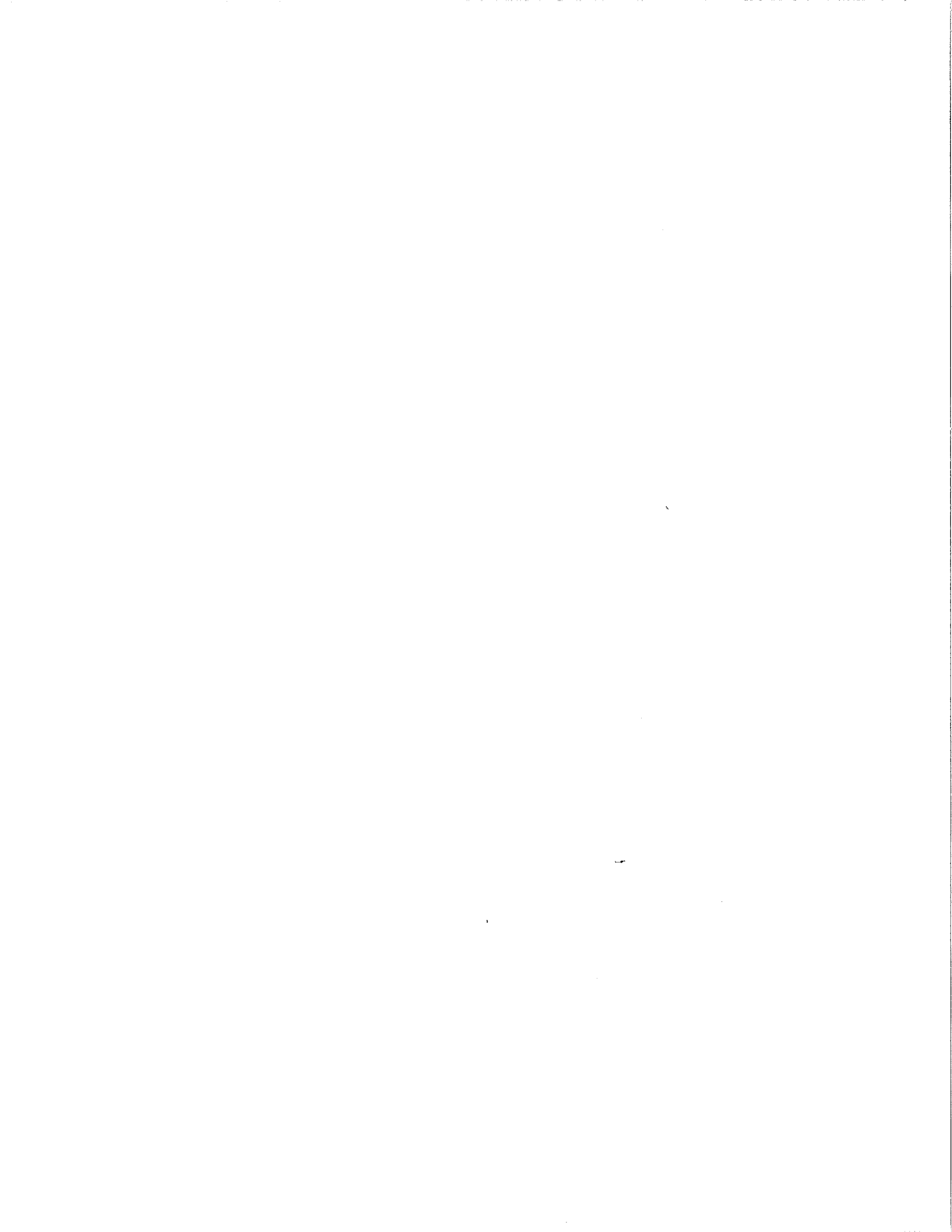
**TECHNICAL EVALUATION CRITERIA FORM
PROJECT DOCUMENTATION**

(1) Permanent Name of Business:	
(2) Permanent address:	
(3) Length of Time in Business:	
(4) Has the organization operated under any other name?	
(5) State the names and/or companies financially interested in the proposal:	
(6) Within the last five (5) years, has any officer or principal of the organization ever been an officer or principal of another organization when it failed to complete a construction contract? If yes, list name(s), and responsibility.	

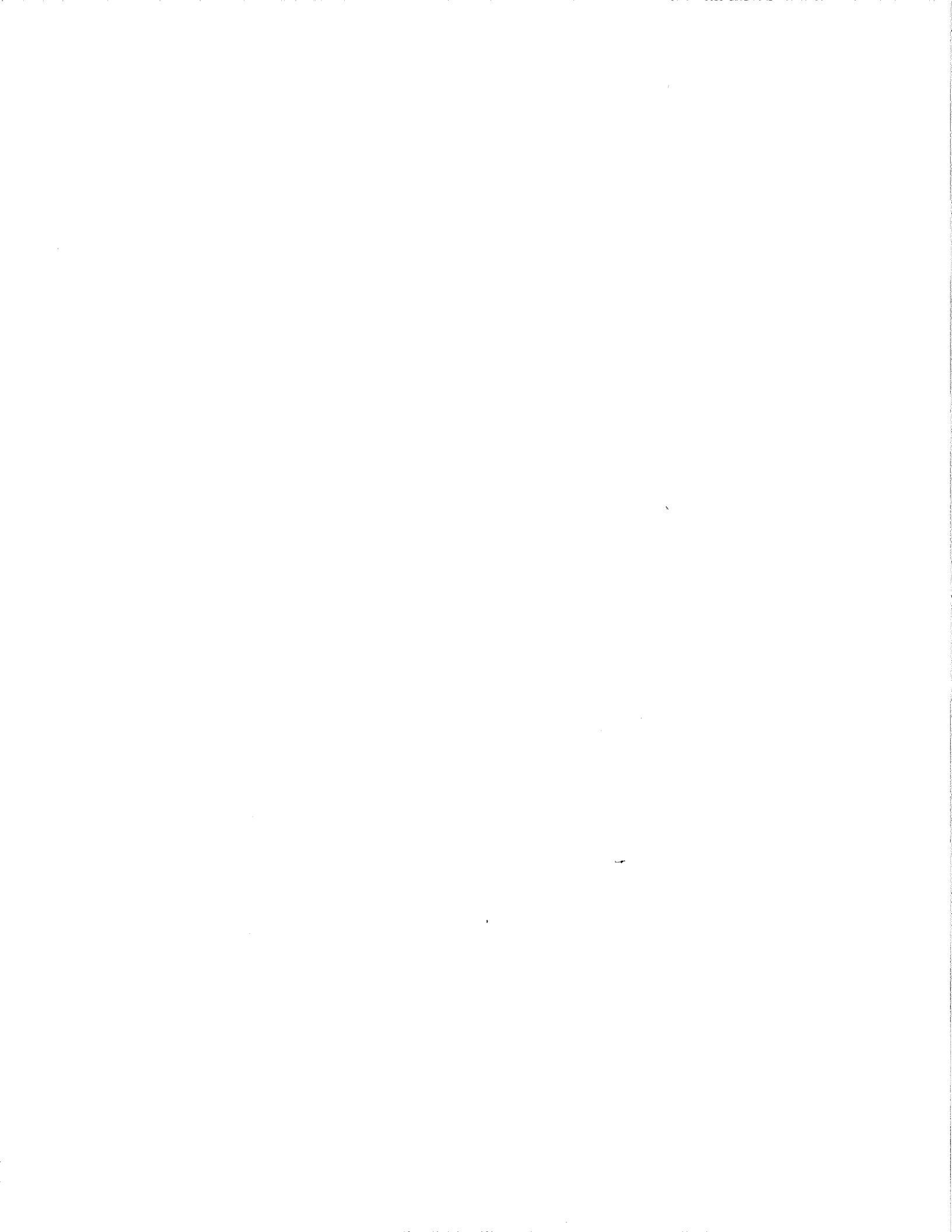
UTILITY RETROFIT EXPERIENCE/WATER AND SEWER MAIN EXPERIENCE

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

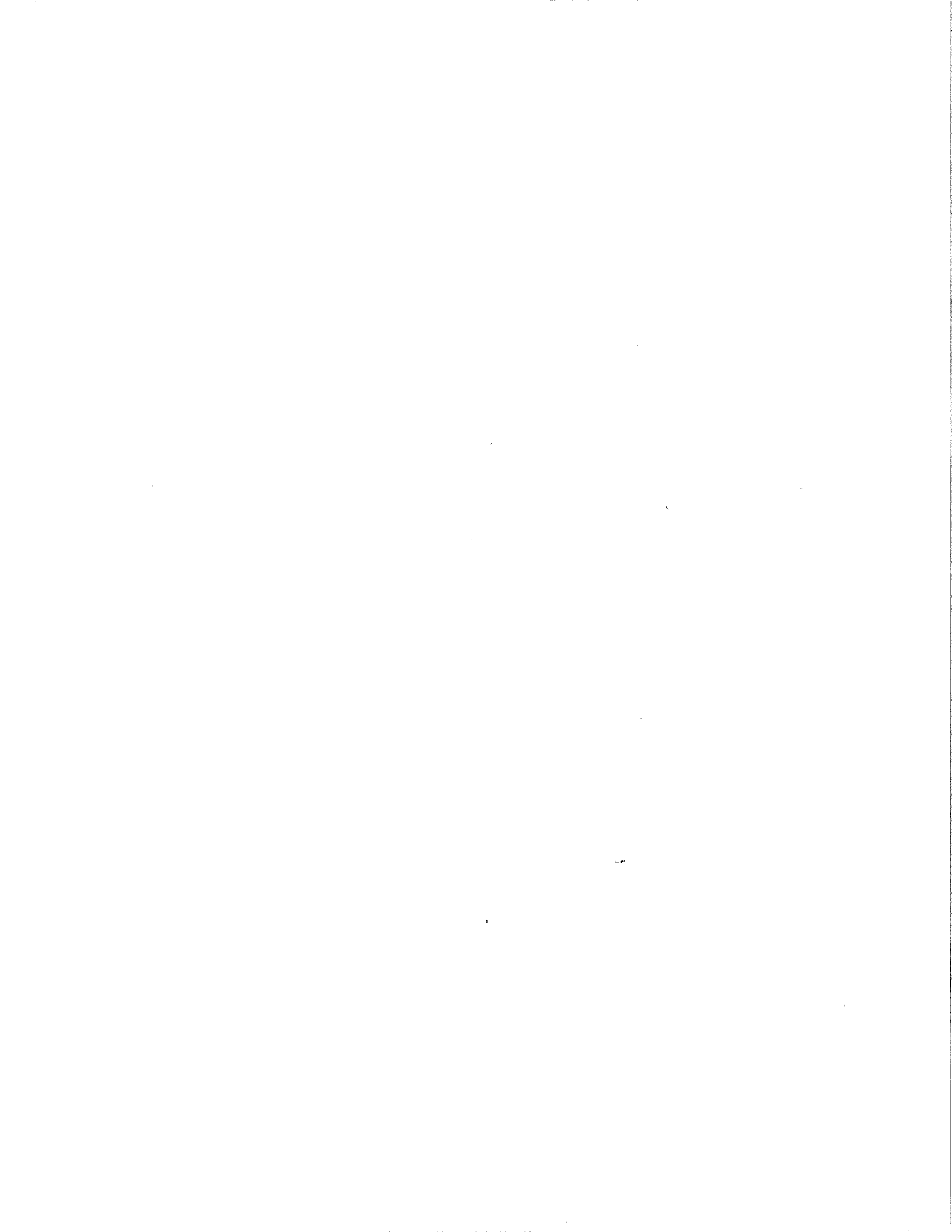
Project 1A:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
Project 1B:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:



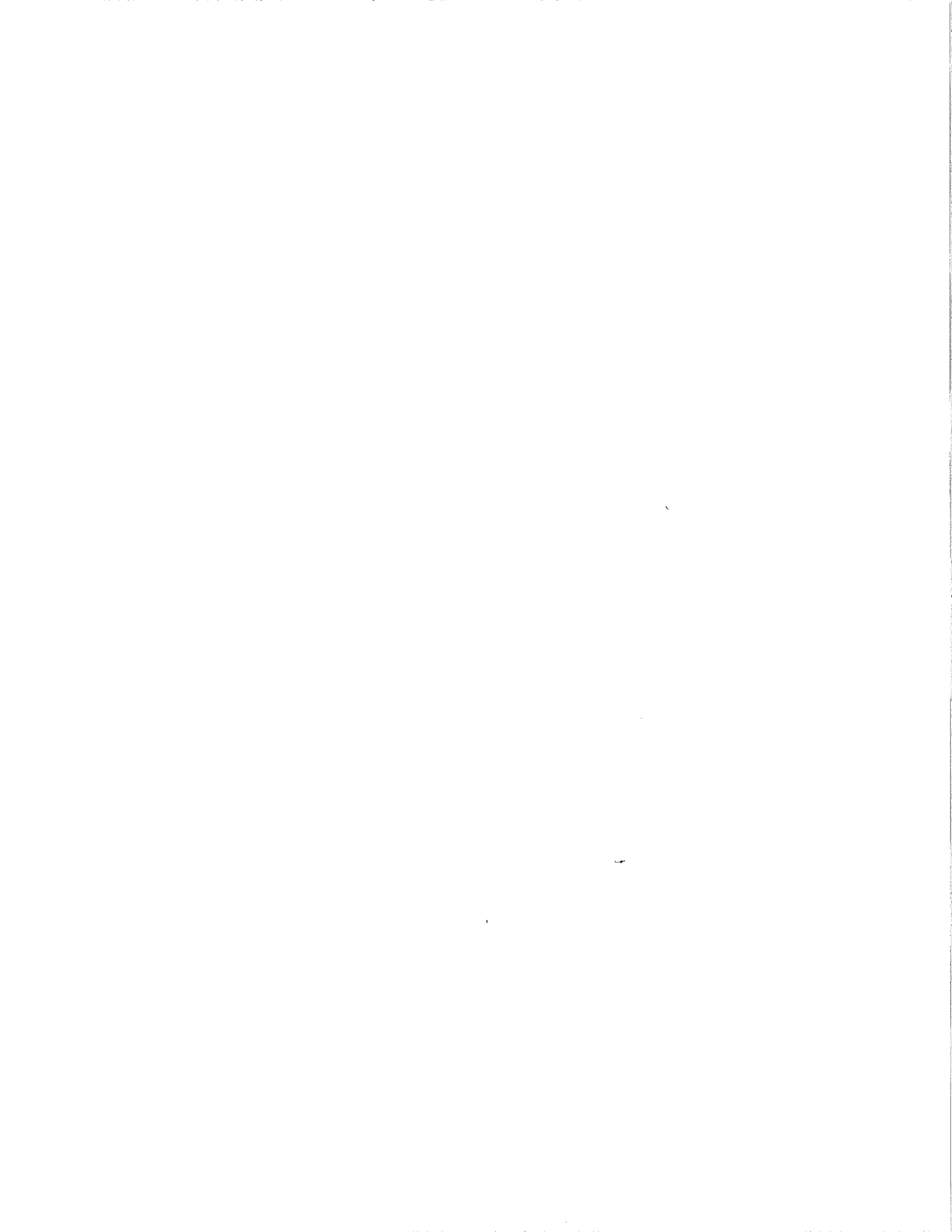
Project 1C:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
(2) A listing of three (3) water and/or sewer main projects of similar size, scope and cost. (Provide reference information as stated in #1.)		
Project 2A:		Cost:
Location:	Dates:	Size:
Scope:	Client:	Phone:
Project 2B:		Cost:
Location: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



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



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



(4) A statement listing any filed lawsuits, judgments, claims, arbitration proceedings, or suits pending with regard to construction contracts within the last five (5) years.

(5) The resumes or brief summary of key personnel of the organization. Identify the person that will be primarily responsible for the project.

(6) List of equipment that is available for use on the subject project.

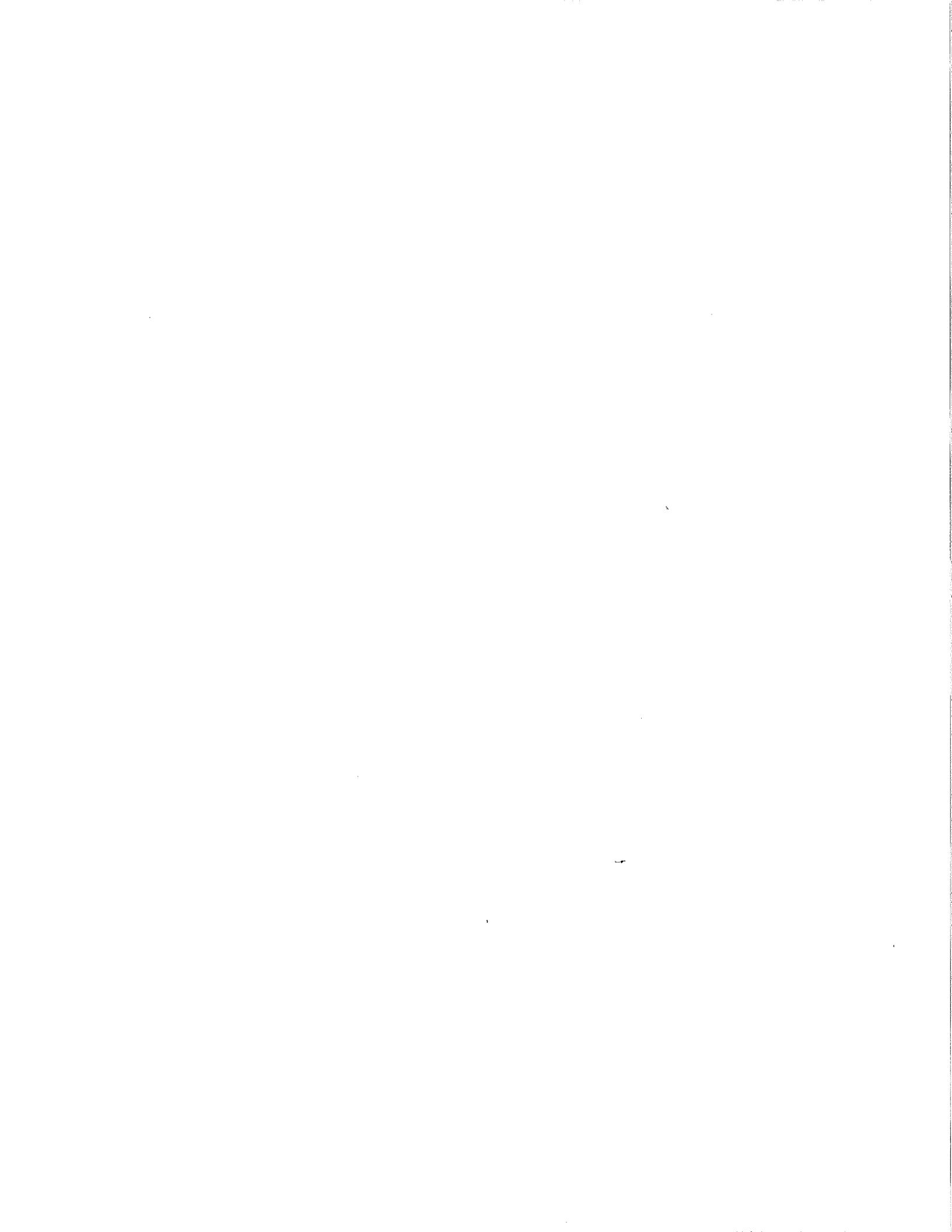
The Owner may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualification and financial ability of the Bidder. Should the Owner adjudge that the apparent low bidder is not the lowest responsive, responsible bidder by virtue of the above information furnished,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

Submitted By:

Date:

Printed Name:

Title:



00300 - BID PROPOSAL FORM

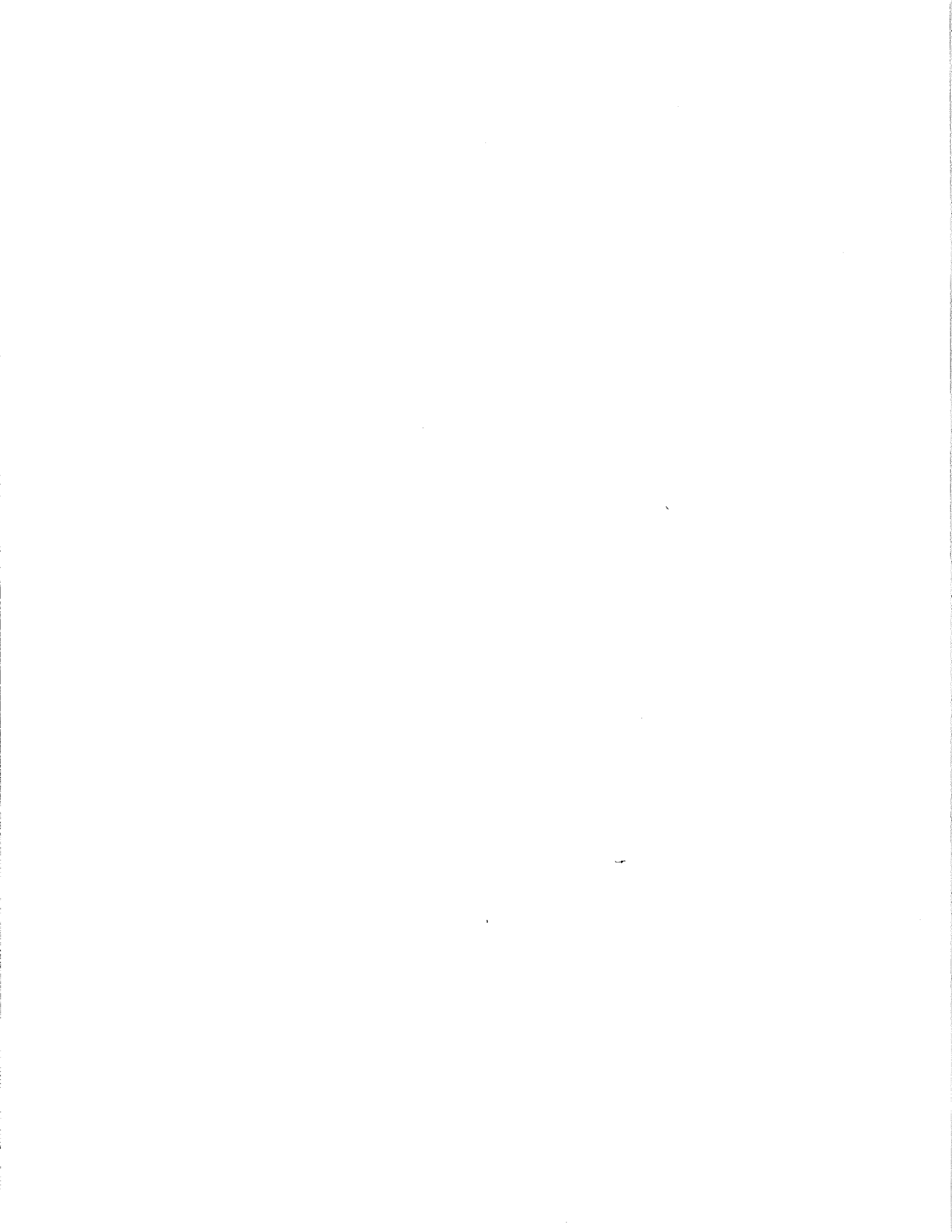
TO: Fayetteville Public Works Commission
Attn: Tanya Hazlett, Procurement Advisor
955 Old Wilmington Road
Fayetteville, North Carolina 28301

PROJECT: FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 – CLIFFDALE WEST

FROM: BIDDER _____
ADDRESS _____

DATE OF BID _____, 20 _____

- 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

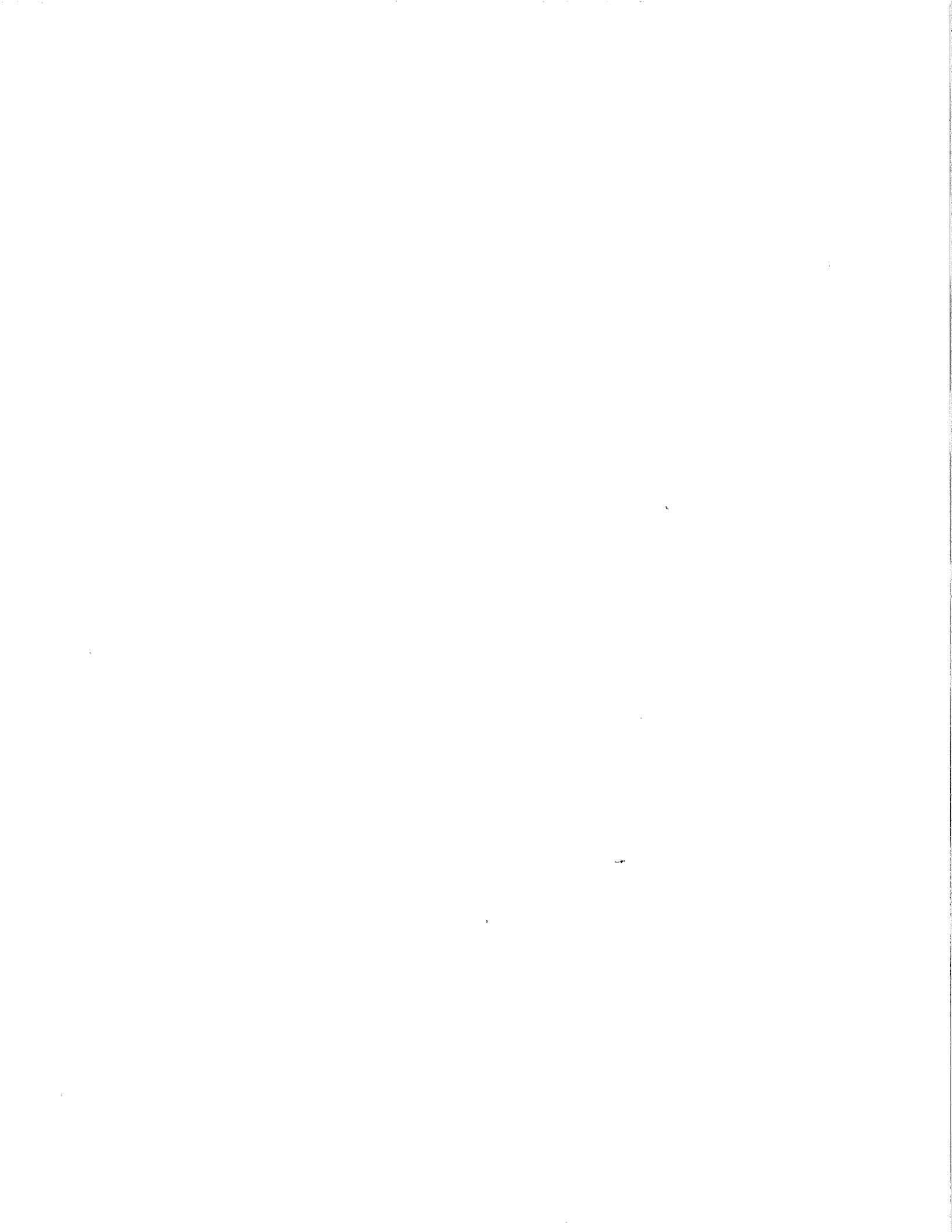


conditions at or contiguous to the site of the Work (except underground facilities) and all drawings of physical conditions in or relating to existing surface or subsurface structures, pipelines, and utilities at or contiguous to the site are provided within these Contract Documents. Geotechnical Reports and other information regarding subsurface conditions are identified in the attached appendices and detailed in Article V 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.

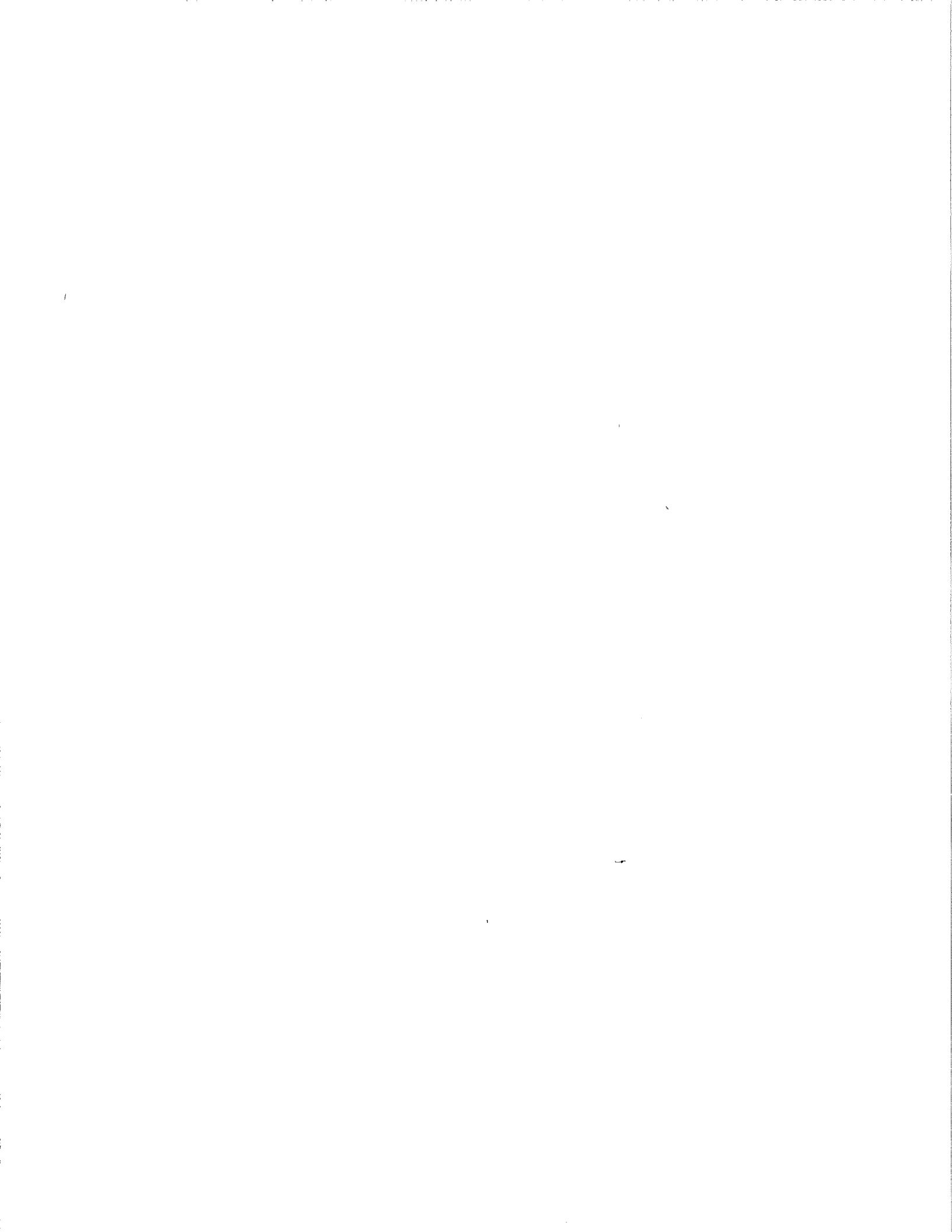
5. BIDDER hereby certifies that, if awarded the Contract for construction of the Project, it will take all possible actions to minimize costs to the OWNER which are related to any disruptions in any part of the Work resulting from unforeseeable conditions which may be encountered and work changes or 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 next page.

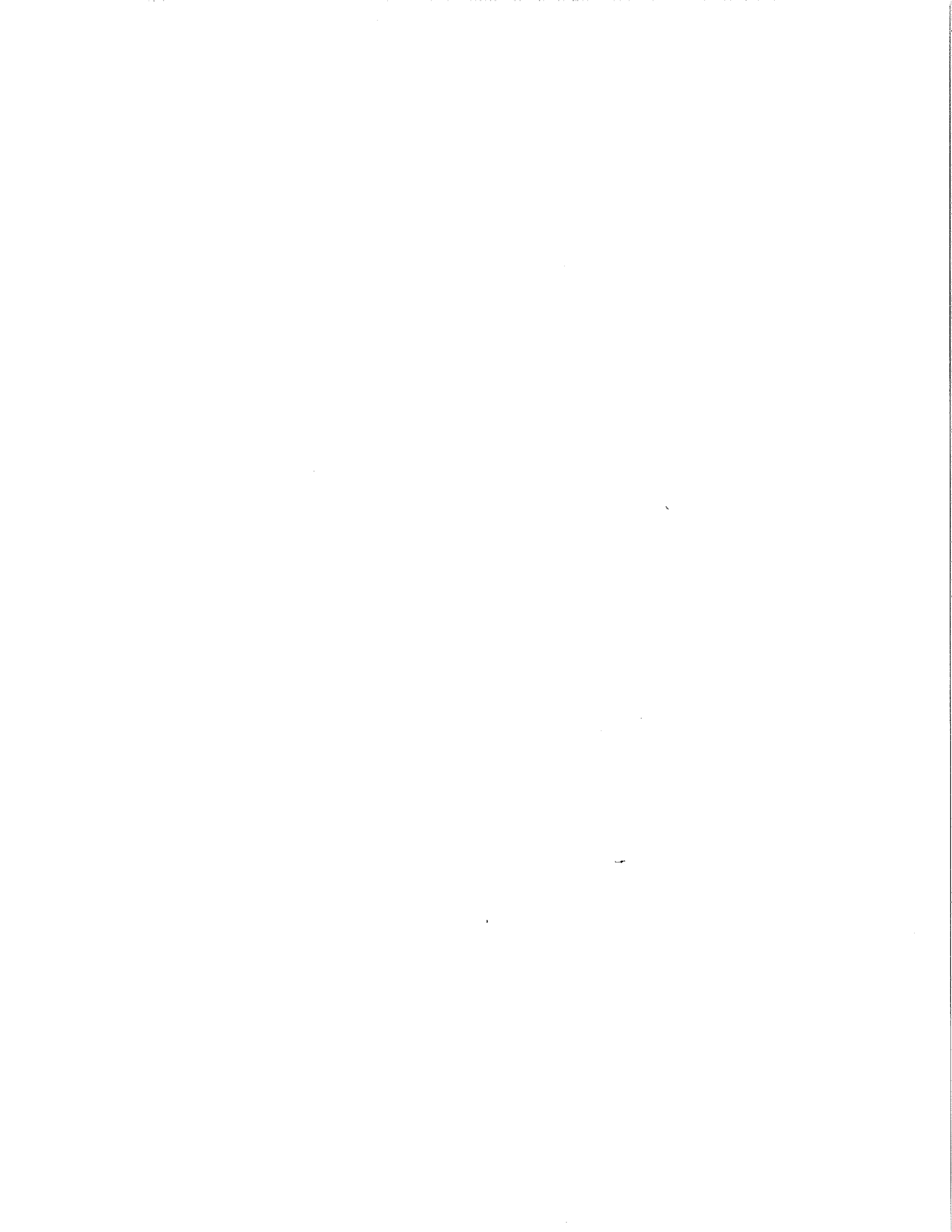
Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
		PART "A" STREET CONSTRUCTION				
A-1	G-1	Mobilization and Demobilization @ _____ lump sum	1	LS		
A-2	G-2	Traffic Control & Traffic Plan @ _____ lump sum	1	LS		
A-3	G-3	Erosion & Sediment Control @ _____ lump sum	1	LS		
A-4	A-1	Permanent Pavement Patch (No Overage Allowed) @ _____ per square yard	24,287	SY		
A-5	A-1	Permanent Pavement Patch Failed Areas PWC (No Overage Allowed) @ _____ per square yard	2,000	SY		
A-6	A-1	Permanent Pavement Patch Failed Areas COA (No Overage Allowed) @ _____ per square yard	1,400	SY		
A-7	A-6	Undercut Excavation (No Overage Allowed) @ _____ per cubic yard	50	CY		
A-8	A-7	Incidental Stone (ABC) @ _____ per ton	200	TN		
A-9	A-9	Remove & Replace Concrete Driveway @ _____ per square yard	83	SY		
A-10	A-13	Maintenance Stone (No Overage Allowed) @ _____ per square yard	1,500	SY		
A-11		Pavement Marking @ _____ per linear foot	500	LF		
		TOTAL PART "A" STREET CONSTRUCTION				



Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension	
		PART "C" WATER CONSTRUCTION (AQUA)					
C-1	G-1	Mobilization and Demobilization @ _____ lump sum	1	LS			
C-2	G-2	Traffic Control and Traffic Plan @ _____ lump sum	1	LS			
C-3	G-3	Erosion & Sediment Control @ _____ lump sum	1	LS			
C-4	C-1	6" C-900 Water Main @ _____ per linear foot	67	LF			
C-5	C-3	6" RJDIP Water Main 0' - 6' Depth @ _____ per linear foot	17	LF			
C-6	C-3	6" RJDIP Water Main 6' - 8' Depth @ _____ per linear foot	39	LF			
C-7	C-3	8" RJDIP Water Main 0' - 6' Depth @ _____ per linear foot	20	LF			
C-8	C-21	Abandon Exist. 6" Water Line -- Grout Fill @ _____ per linear foot	87	LF			
C-9	C-22	Abandon Exist. 6" Water Line - Kill Out @ _____ per each	1	EA			
C-10	C-7	6" RJ Gate Valve @ _____ per each	1	EA			
C-11		Remove/Dispose Exist. 6" Water Line @ _____ per linear feet	36	LF			
C-12		Replace Existing Unmarked Aqua America Water Service @ _____ per each	10	EA			
C-13		Replace Existing Unmarked PWC Water Service @ _____ per each	10	EA			
C-14	C-24	Sterilization and Testing @ _____ per linear foot	143	LF			
		TOTAL PART "C" WATER CONSTRUCTION (AQUA)					

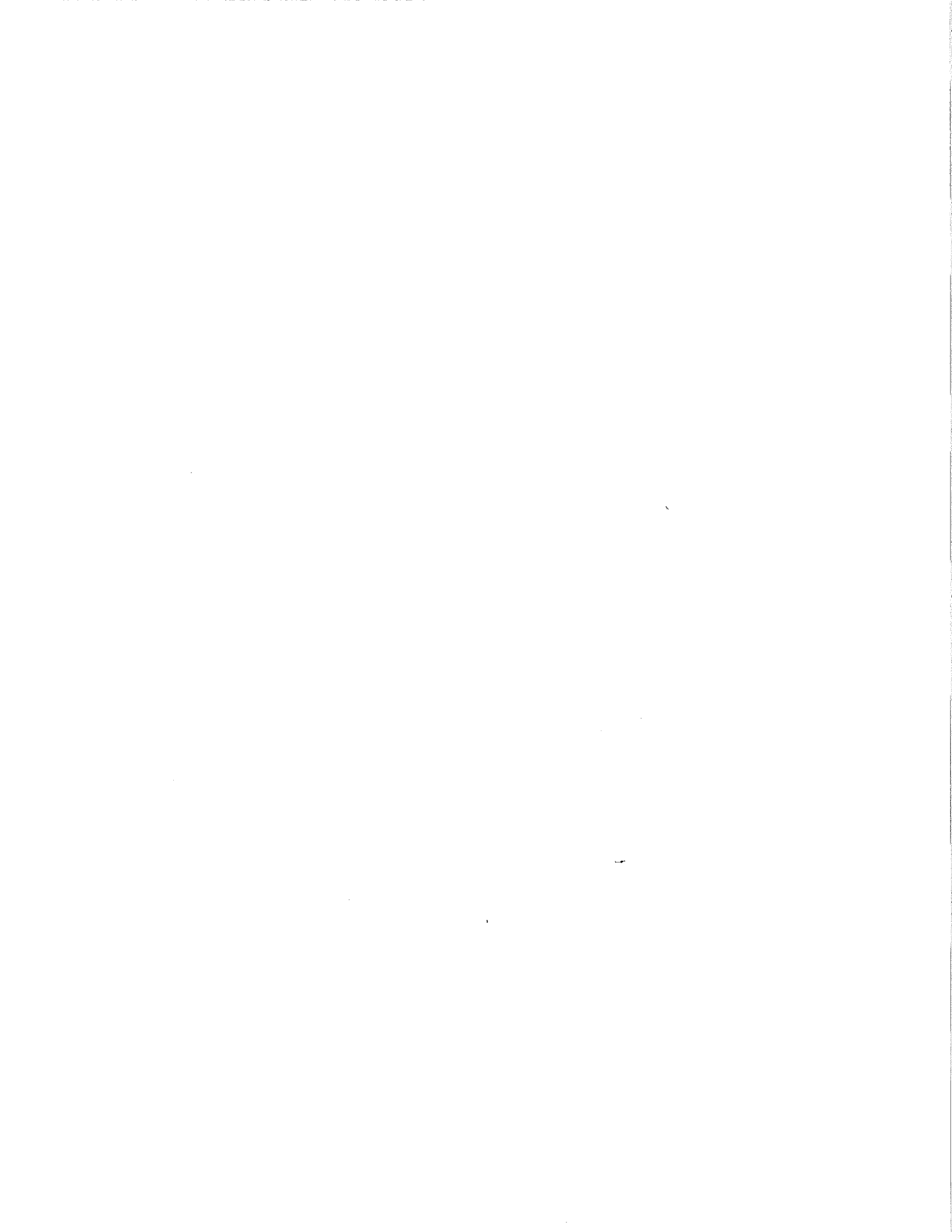


Item No.	Ref. No.	Item	Estimated Quantities	Unit	Unit Price	Cost Extension
		PART "D" SANITARY SEWER UTILITIES				
D-1	G-1	Mobilization and Demobilization @ _____ Lump Sum	1	LS		
D-2	G-2	Traffic Control & Traffic Plan @ _____ Lump Sum	1	LS		
D-3	G-3	Erosion & Sediment Control @ _____ Lump Sum	1	LS		
D-4	G-5	Clearing & Grubbing, Permanent Easements @ _____ per acre	0.50	AC		
D-5	G-6	Clearing & Grubbing, Temporary Easements @ _____ per acre	0.31	AC		
D-6	G-7	Sod (No Overage Allowed) @ _____ per square yard	3,930	SY		
D-7	G-8	Seeding (No Overage Allowed) @ _____ per acre	0.56	AC		
D-8	D-1	8" SDR26 Sanitary Sewer 0' -6' Depth @ _____ per linear foot	75	LF		
D-9	D-1	8" SDR26 Sanitary Sewer 6' - 8' Depth @ _____ per linear foot	4,901	LF		
D-10	D-1	8" SDR26 Sanitary Sewer 8' -10' Depth @ _____ per linear foot	7,747	LF		
D-11	D-1	8" SDR26 Sanitary Sewer 10' -12' Depth @ _____ per linear foot	3,945	LF		
D-12	D-1	8" SDR26 Sanitary Sewer 12' -14' Depth @ _____ per linear foot	1,456	LF		
D-13	D-1	8" SDR26 Sanitary Sewer 14' -16' Depth @ _____ per linear foot	177	LF		
D-14	D-2	8" CL 50 DI Sanitary Sewer 0' -6' Depth @ _____ per linear foot	299	LF		
D-15	D-2	8" CL 50 DI Sanitary Sewer 6' -8' Depth @ _____ per linear foot	537	LF		
D-16	D-2	8" CL 50 DI Sanitary Sewer 8' -10' Depth @ _____ per linear foot	370	LF		

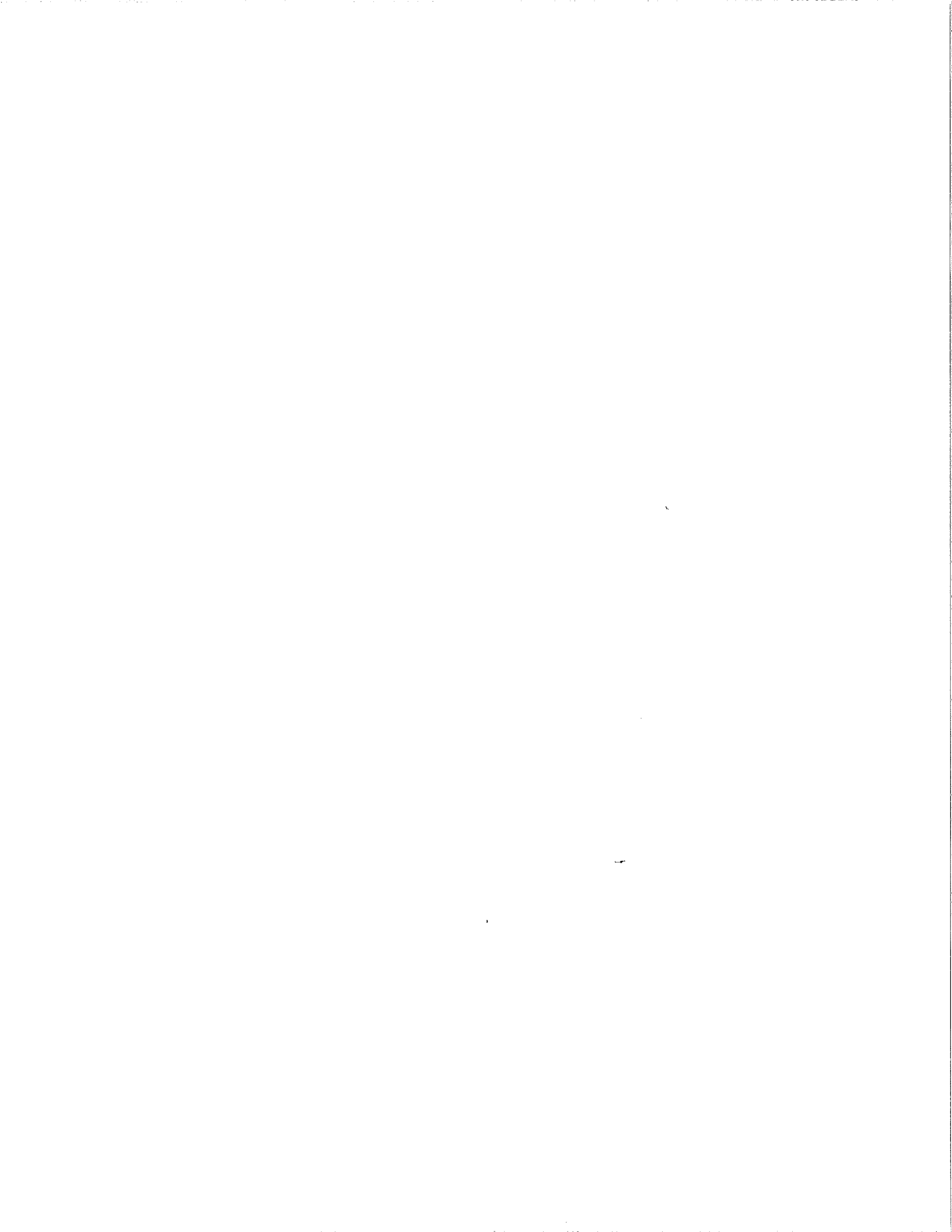


D-17	D-2	8" CL 50 DI Sanitary Sewer 10'-12' Depth	_____ per linear foot	392	LF	
D-18	D-2	8" CL 50 DI Sanitary Sewer 12'-14' Depth	_____ per linear foot	142	LF	
D-19	D-2	8" RJDIP Sanitary Sewer 6' - 8' Depth	_____ per linear foot	10	LF	
D-20	D-2	8" RJDIP Sanitary Sewer 8' - 10' Depth	_____ per linear foot	10	LF	
D-21	D-2	8" RJDIP Sanitary Sewer 10' - 12' Depth	_____ per linear foot	23	LF	
D-22	D-27	Bore & Jack 16" Steel Casing w/ 8" Restrained DIP Carrier Pipe	_____ per linear foot	402	LF	
D-23	D-5	Sanitary Sewer Manhole 4' Dia. 0' - 6' Depth	_____ per each	5	EA	
D-24	D-5	Sanitary Sewer Manhole 4' Dia. 6' - 8' Depth	_____ per each	29	EA	
D-25	D-5	Sanitary Sewer Manhole 4' Dia. 8' - 10' Depth	_____ per each	37	EA	
D-26	D-5	Sanitary Sewer Manhole 4' Dia. 10' - 12' Depth	_____ per each	14	EA	
D-27	D-5	Sanitary Sewer Manhole 4' Dia. 12' - 14' Depth	_____ per each	4	EA	
D-28	D-5	Sanitary Sewer Manhole 4' Dia. 14' - 16' Depth	_____ per each	1	EA	
D-29	D-5	Sanitary Sewer Manhole 5' Dia. 8' - 10' Depth	_____ per each	2	EA	
D-30	D-5	Sanitary Sewer Manhole 5' Dia. 10' - 12' Depth	_____ per each	6	EA	
D-31	D-5	Sanitary Sewer Manhole 5' Dia. 12' - 14' Depth	_____ per each	5	EA	
D-32	D-5	Sanitary Sewer Manhole 5' Dia. 14' - 16' Depth	_____ per each	2	EA	
D-33	D-6	Sanitary Sewer Doghouse Manhole 4' Dia 6' - 8' Depth	_____ each	1	EA	
D-34	D-7	4" Sanitary Sewer Interior Drop Connection	_____ each	13	EA	

D-35	D-7	8" Sanitary Sewer Interior Drop Connection @	each	16	EA	
D-36	D-8	4" SDR26 Sanitary Sewer Lateral @	each	309	EA	
D-37	D-9	4" DIP Sanitary Sewer Lateral @	each	7	EA	
D-38	D-13	8" Connection to Existing Structures @	each	7	EA	
D-39		4" SDR26 Stub-out w/ Cap for Future Sewer Lateral Installation @	each	3	EA	
D-40	D-17	Testing @	per linear foot	20,486	LF	
D-41	D-29	Retrofit Exist. Manhole with Camlock ring & Cover @	per each	1	EA	
D-42	D-16	Undercut Excavation @	per cubic yard	500	CY	
D-43	G-4	Borrow Excavation (Select Backfill) @	per cubic yard	750	CY	
D-44	G-9	French Drains @	per linear foot	200	LF	
D-45	G-1	Mobilization and Demobilization @	lump sum	1	LS	
D-46	G-2	Traffic Control and Traffic Plan @	lump sum	1	LS	
D-47	G-3	Erosion & Sediment Control @	lump sum	1	LS	
D-48	B-1	Install 15" RCP Storm Drainage Pipe 0' - 6' Depth @	per linear foot	33	LF	
D-49	B-1	Install 15" RCP Storm Drainage Pipe 6' - 8' Depth @	per linear foot	4	LF	
D-50	B-1	Install 18" RCP Storm Drainage Pipe 0' - 6' Depth @	per linear foot	433	LF	
D-51	B-2	Install Catch Basin 0' - 6' Depth @	per each	2	EA	
D-52	B-2	Install Catch Basin 6' - 8' Depth @	per each	1	EA	
D-53	B-3	Tie Into Exist. Catch Basin 0' - 6' Depth (18" Pipe) @	per each	1	EA	



D-54	B-3	Tie Into Exist. Storm Drainage Manhole 0' - 6' Depth (24" Pipe) @	per each	1	EA	
D-55	B-4	Remove/Replace Exist. Catch Basin with New Oversize Catch Basin 0' - 6' Depth @	per each	2	EA	
D-56	B-8	Remove & Replace Exist. 15" RCP 0' - 6' Depth @	per linear foot	503	LF	
D-57	B-8	Remove & Replace Exist. 18" RCP 0' - 6' Depth @	per linear foot	558	LF	
D-58	B-8	Remove & Replace Exist. 24" RCP 0' - 6' Depth @	per linear foot	353	LF	
D-59	B-8	Remove & Replace Exist. 24" RCP 6' - 8' Depth @	per linear foot	232	LF	
D-60	B-8	Remove & Replace Exist. 24" RCP 8' - 10' Depth @	per linear foot	54	LF	
D-61	B-8	Remove & Replace Exist. 30" RCP 0' - 6' Depth @	per linear foot	29	LF	
D-62	B-8	Remove & Replace Exist. 36" RCP 0' - 6' Depth @	per linear foot	39	LF	
D-63		Remove/Dispose Exist. Storm Drainage Manhole 8' - 10' Depth @	per each	1	EA	
D-64	B-13	Remove/Dispose Exist. 15" RCP Storm Drainage Pipe 0' - 6' Depth @	per linear foot	40	LF	
D-65	B-13	Remove/Dispose Exist. 18" RCP Storm Drainage Pipe 0' - 6' Depth @	per linear foot	403	LF	
D-66	B-13	Remove/Dispose Exist. 24" RCP Storm Drainage Pipe 0' - 6' Depth @	per linear foot	102	LF	
D-67	B-9	Undercut Excavation @	per cubic yard	50	CY	
		TOTAL PART "D" SANITARY SEWER UTILITIES				



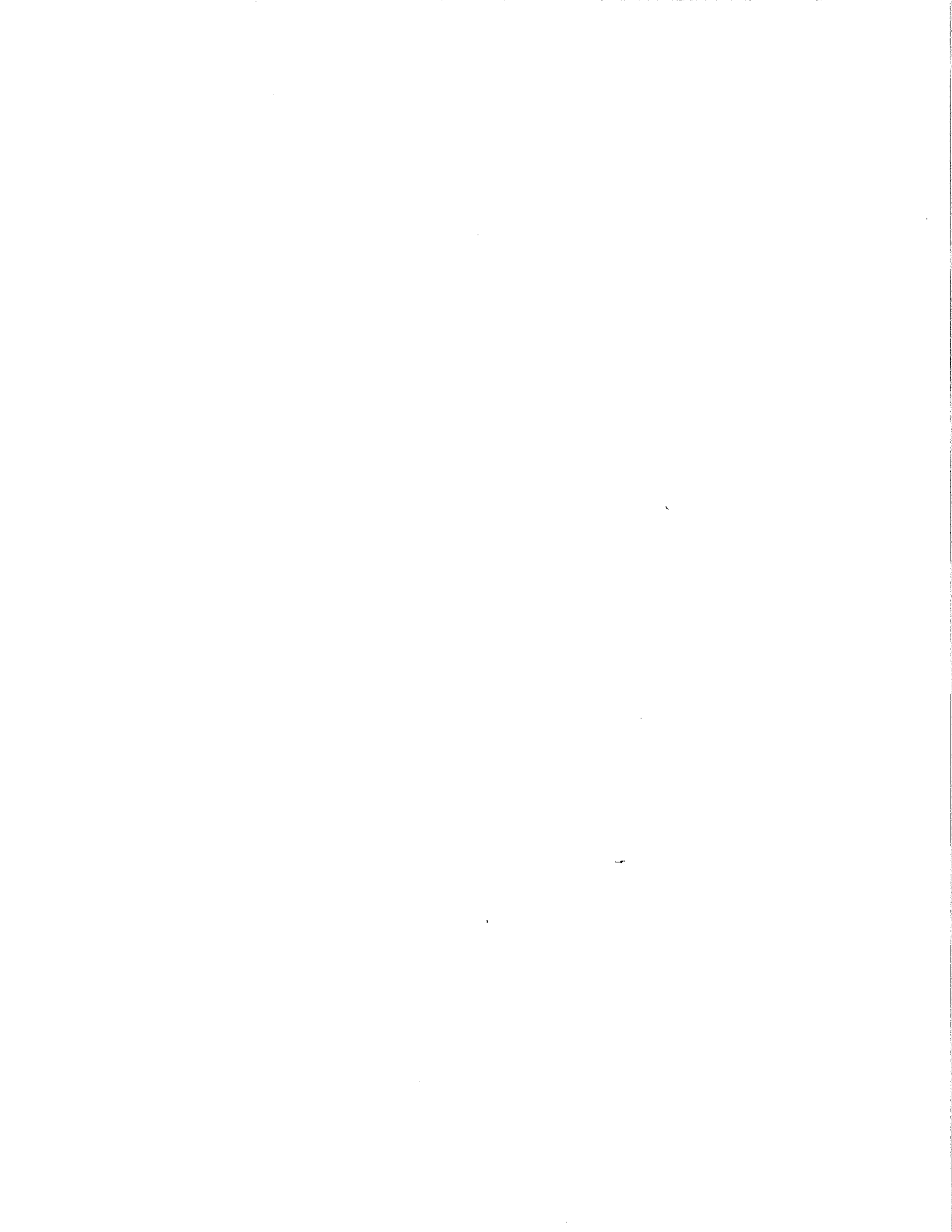
- BID SUMMARY-

Total Part "A" Street Construction	\$ _____
Total Part "C" Water	\$ _____
Total Part "D" Sanitary Sewer	\$ _____
TOTAL BASE BID	\$ _____

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

Addendum No. 1	Date _____
Addendum No. 2	Date _____
Addendum No. 3	Date _____
Addendum No. 4	Date _____

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).



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.

A. 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.

B. 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.

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

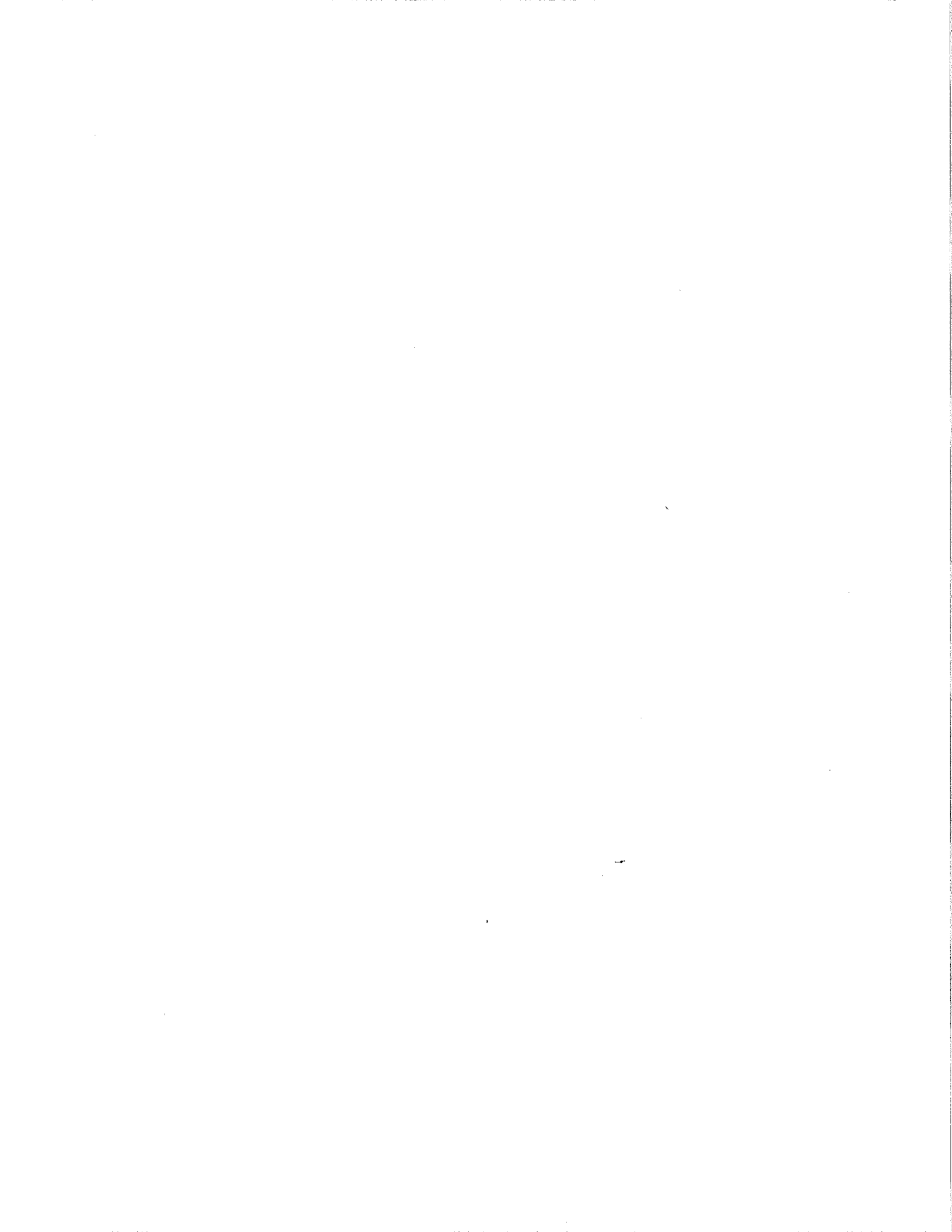
D. The terms used in this Bid which are defined in Definitions and Terminology Section of the General Conditions or as otherwise specifically defined in the Contract Documents have the meanings assigned to them therein, which are incorporated by reference as if fully set forth herein.

E. 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 ____ day of _____ 2023



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 _____ 2023

NOTARY PUBLIC

My Commission Expires: _____

A PARTNERSHIP

BY: _____ (SEAL)

(Firm Name)

(General Partner and Signature)

North Carolina Contractor Registration Number: _____

Business Address: _____

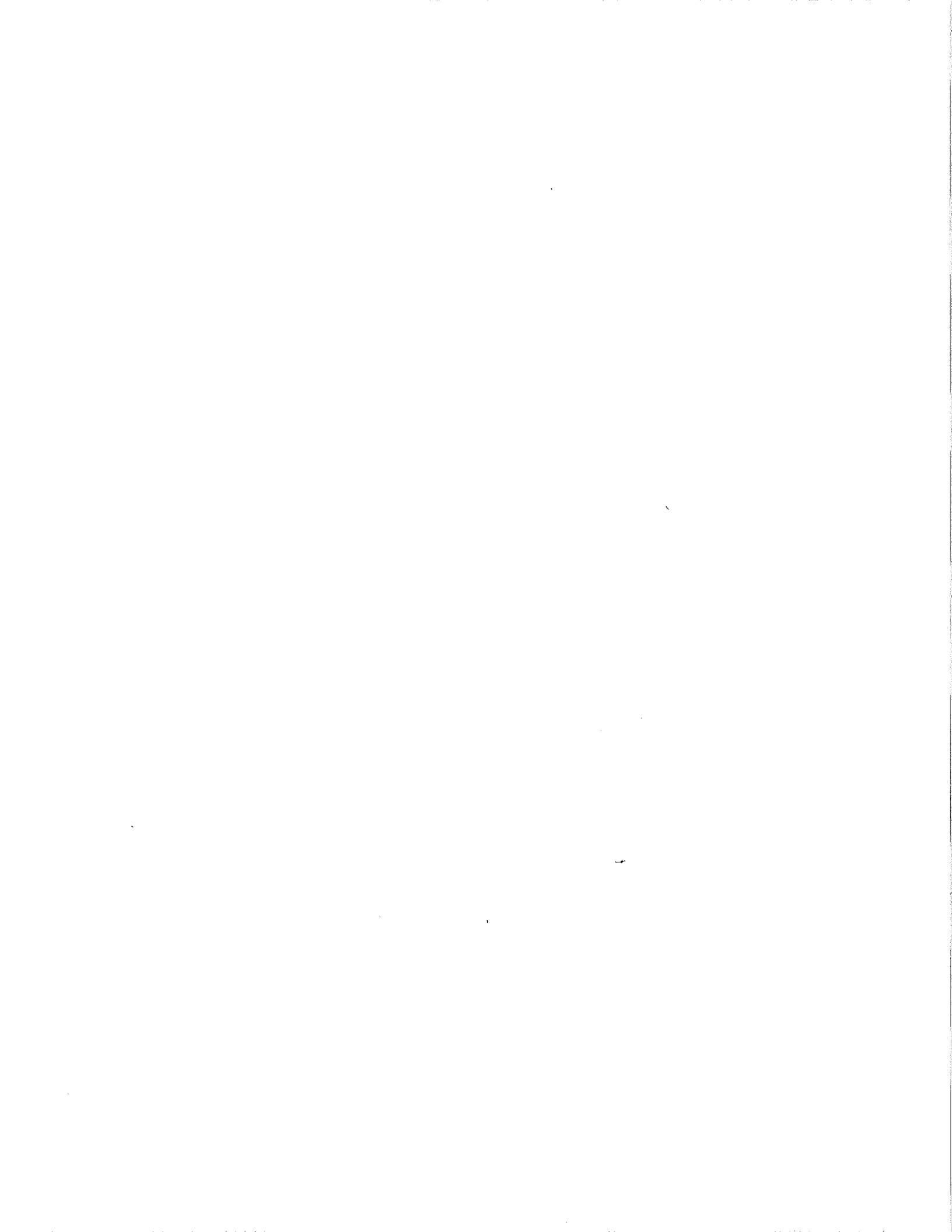
Phone Number: _____

Subscribed and sworn to before me this ____ day of _____ 2023

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 _____ 2023

NOTARY PUBLIC
My Commission Expires: _____

A JOINT VENTURE

BY: _____
(Name and Signature)

Doing Business as: _____

North Carolina Contractor Registration Number: _____

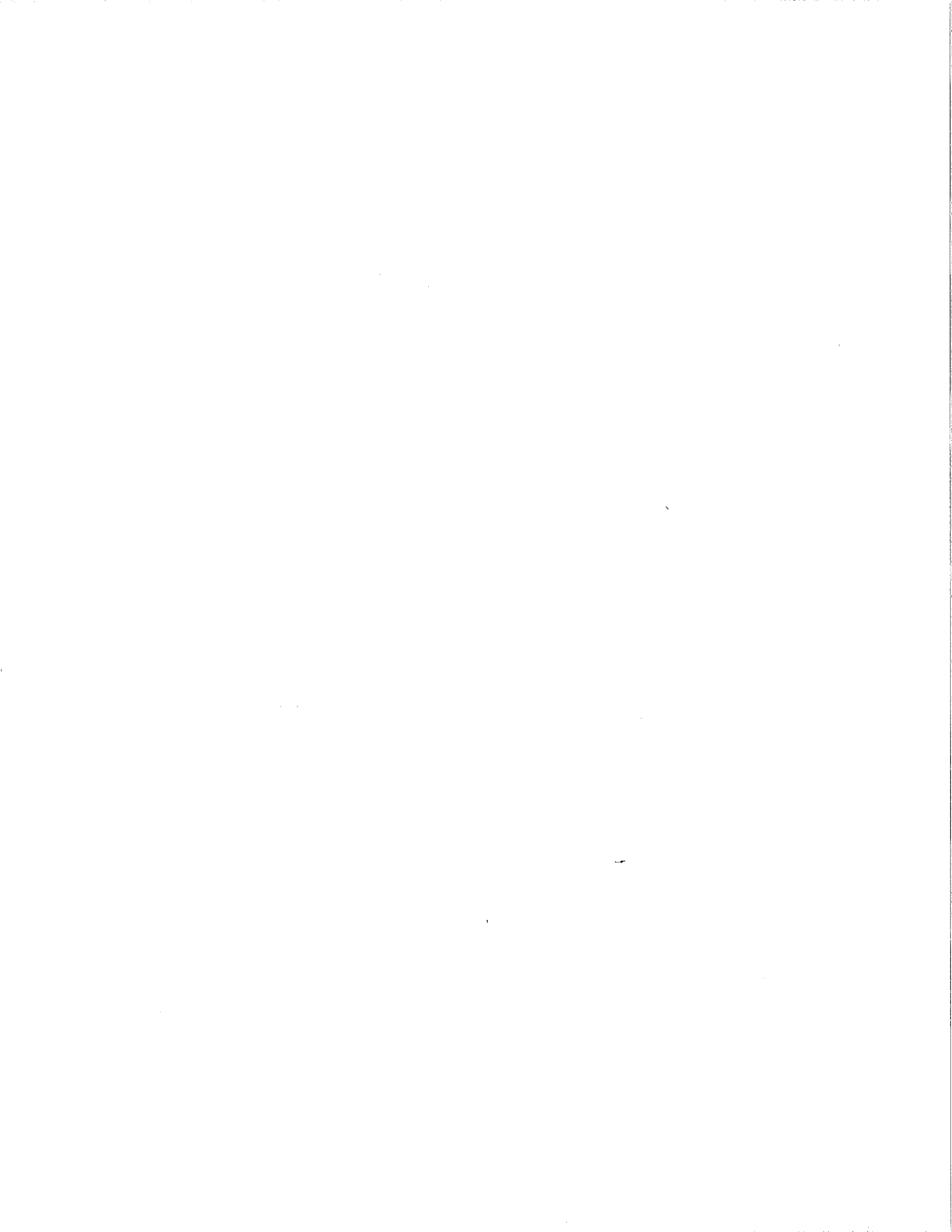
Business Address: _____

Phone Number: _____

Subscribed and sworn to before me this ____ day of _____ 2023

NOTARY PUBLIC
My Commission Expires: _____

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



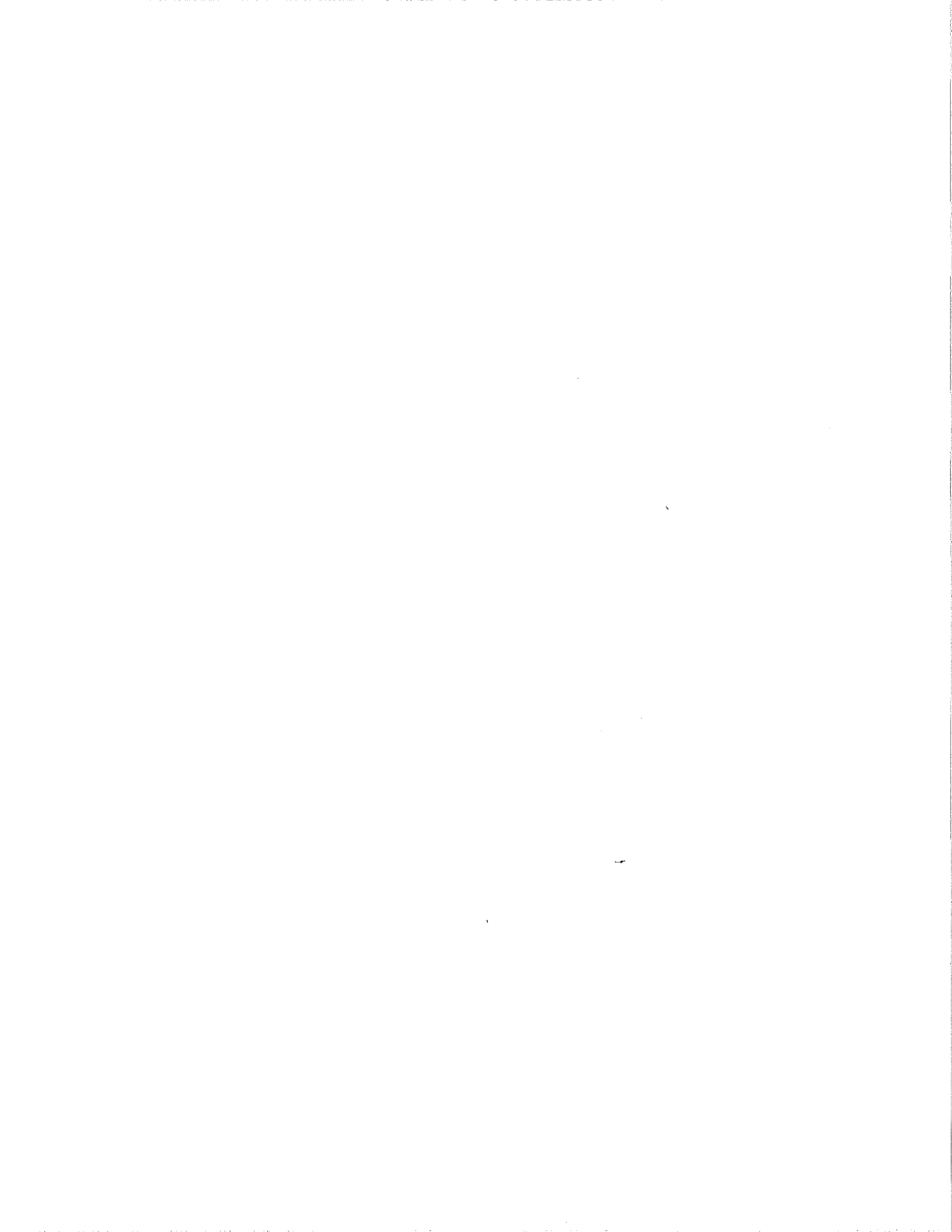
LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and the 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 percent of the work are listed.

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

Bidder's Signature



BID BOND

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

This Bond is executed on _____, 20 ____ .

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

Fayetteville Public Works Commission, Fayetteville, North Carolina is the OWNER

The amount of the Bond is _____

_____ (Dollars) (\$ _____)

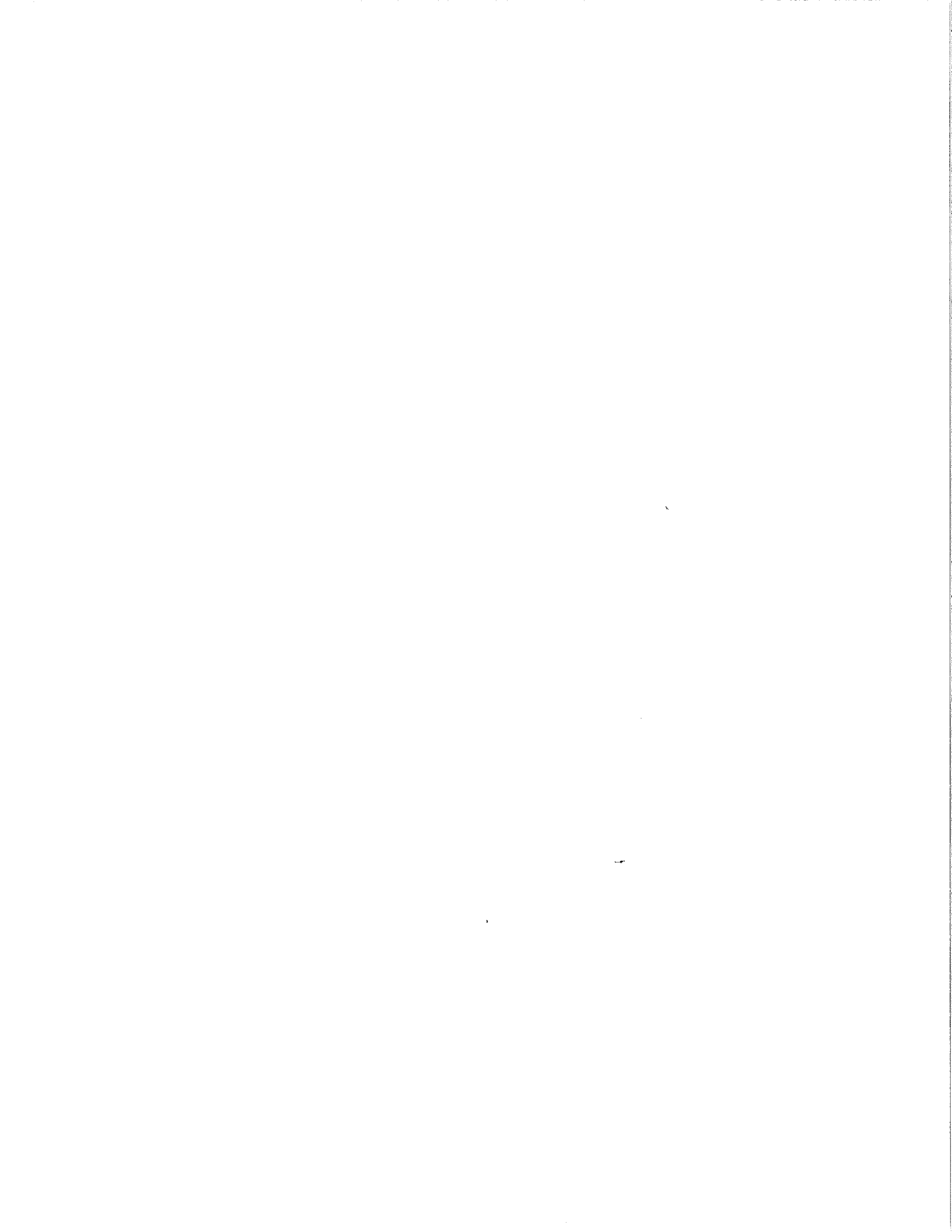
KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby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

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

FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 – CLIFFDALE WEST

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the 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 stated.



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which 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 hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal Secretary)
(SEAL)

Principal

BY: _____ (3)

(Address)

Witness as to Principal

Surety

(Address)

(Address)

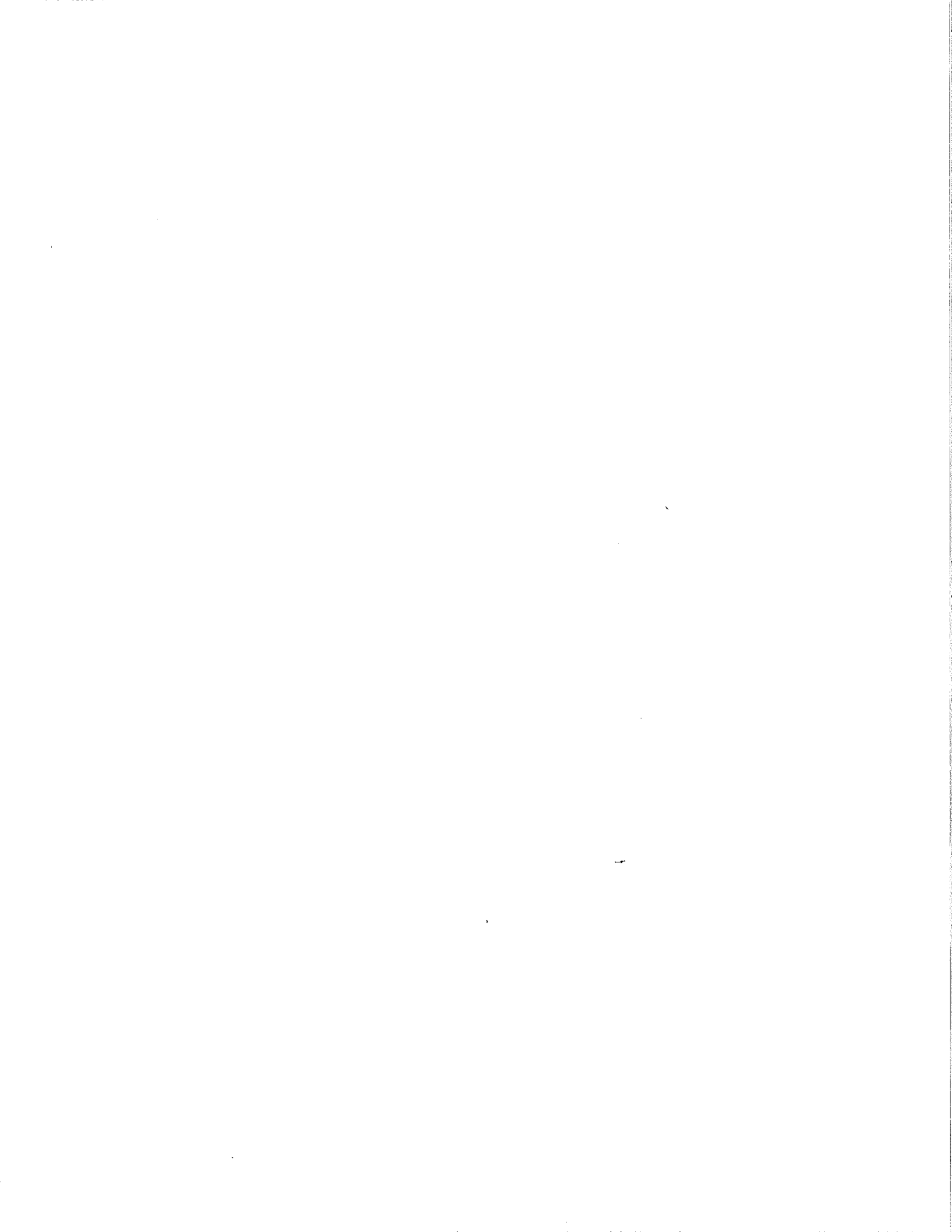
ATTEST:

N.C. Resident Agent
(SEAL)

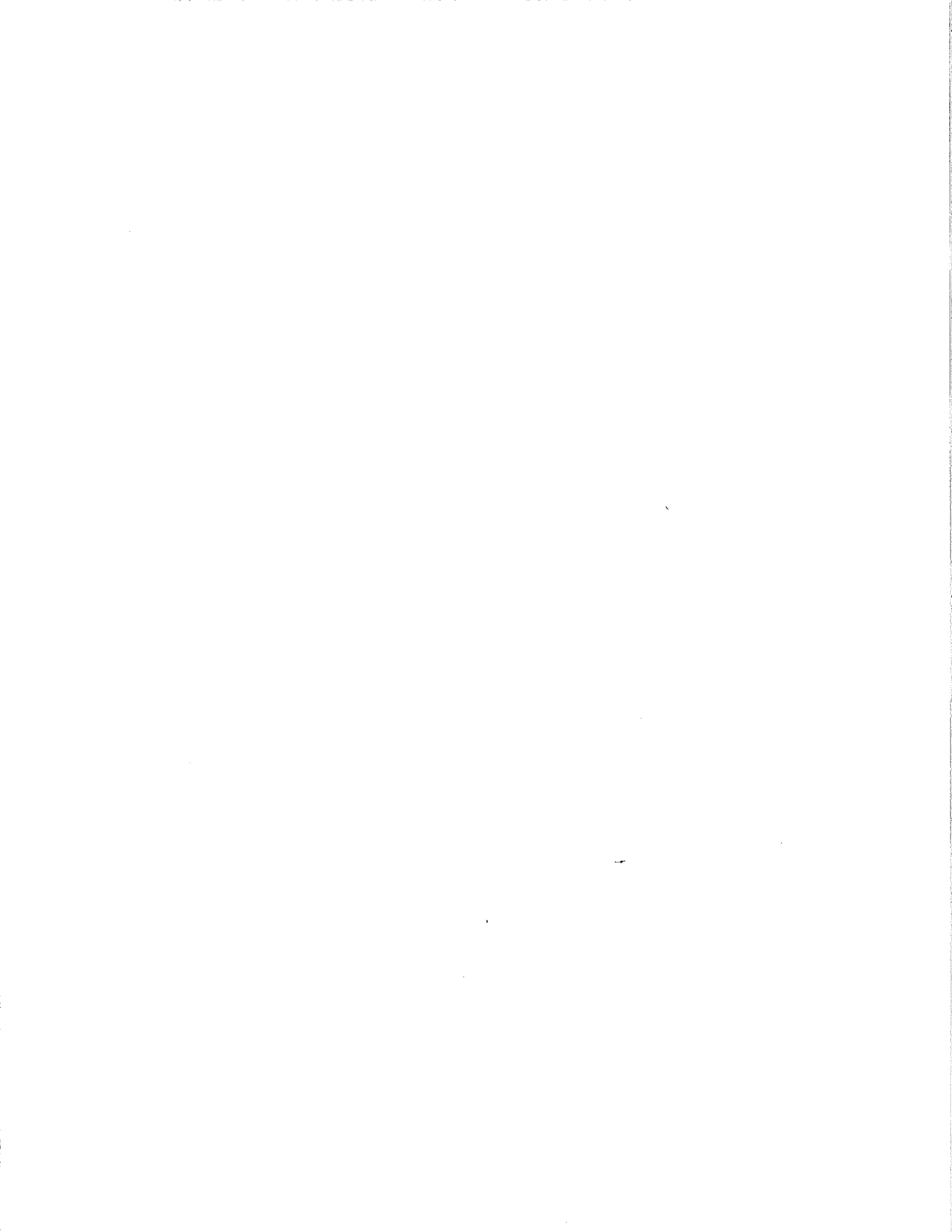
Witness as to Surety

(Address)

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



**POWER OF ATTORNEY
(Attach)**



**AFFIDAVIT OF ORGANIZATION AND AUTHORITY SWORN STATEMENT
FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 –
CLIFFDALE WEST**

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:

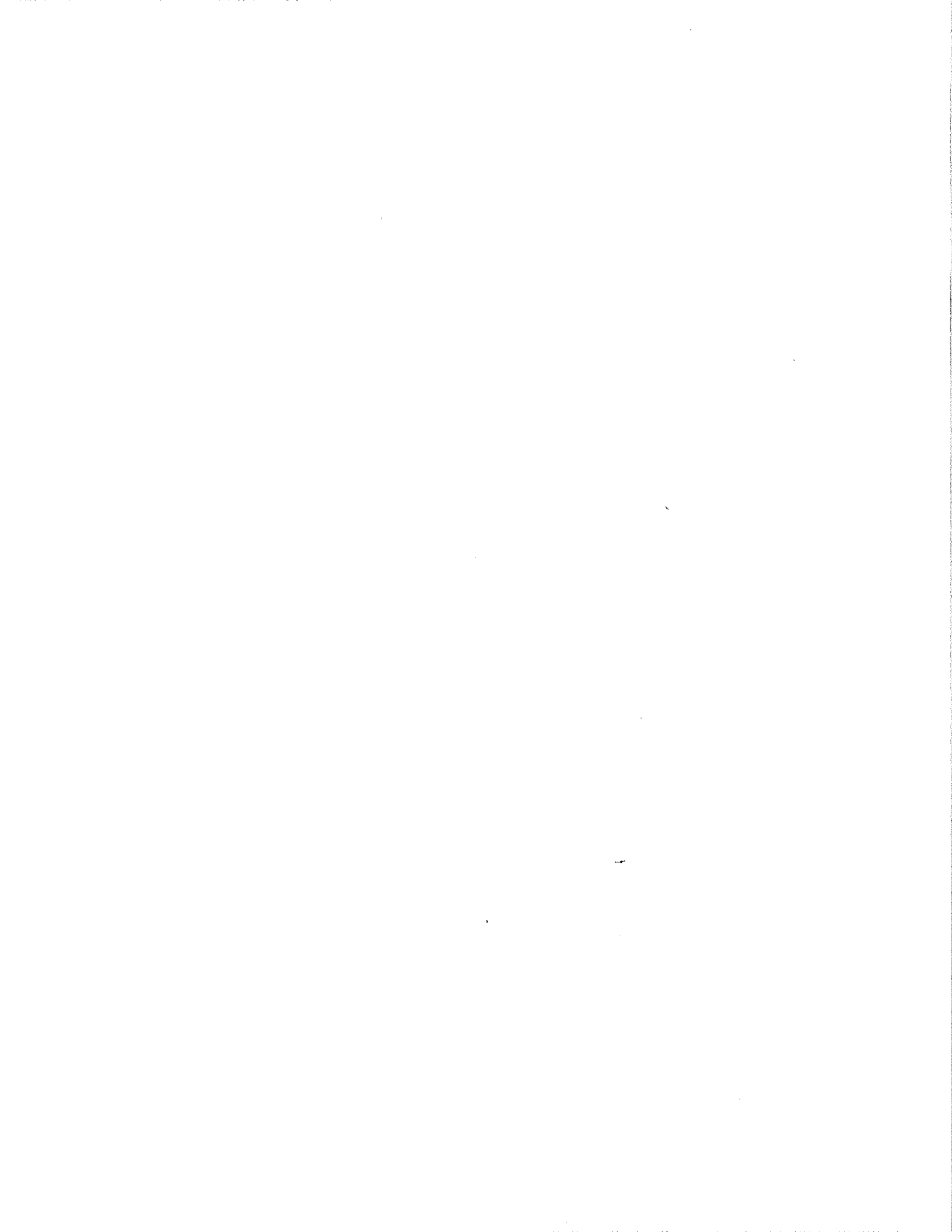
4. ADDRESS

The business address of the Bidder is as follows:

Its phone number is _____

Bidder

By: _____



EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions 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 this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

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

Corporate Name

ATTEST:

(Assistant) Secretary

(Vice) President

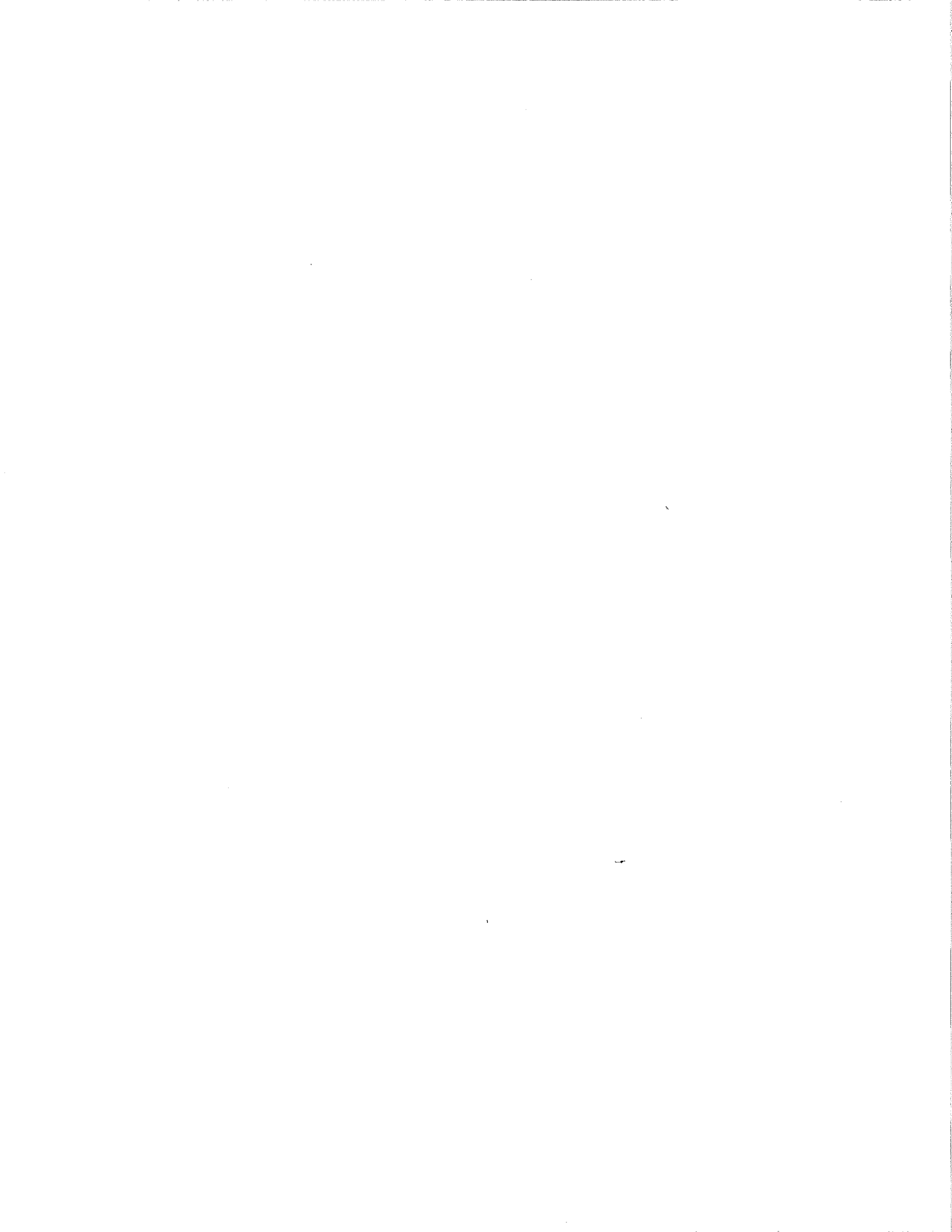
(CORPORATE SEAL)

(Use the following form for signatures by and INDIVIDUAL):

BY: _____ (Seal)

WITNESS:

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



NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, 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, Fayetteville, North Carolina 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 law provided.

This provision shall be binding on the successors and assigns of the parties hereto with 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)

BY: _____
(Printed Name)

(Corporate Seal)

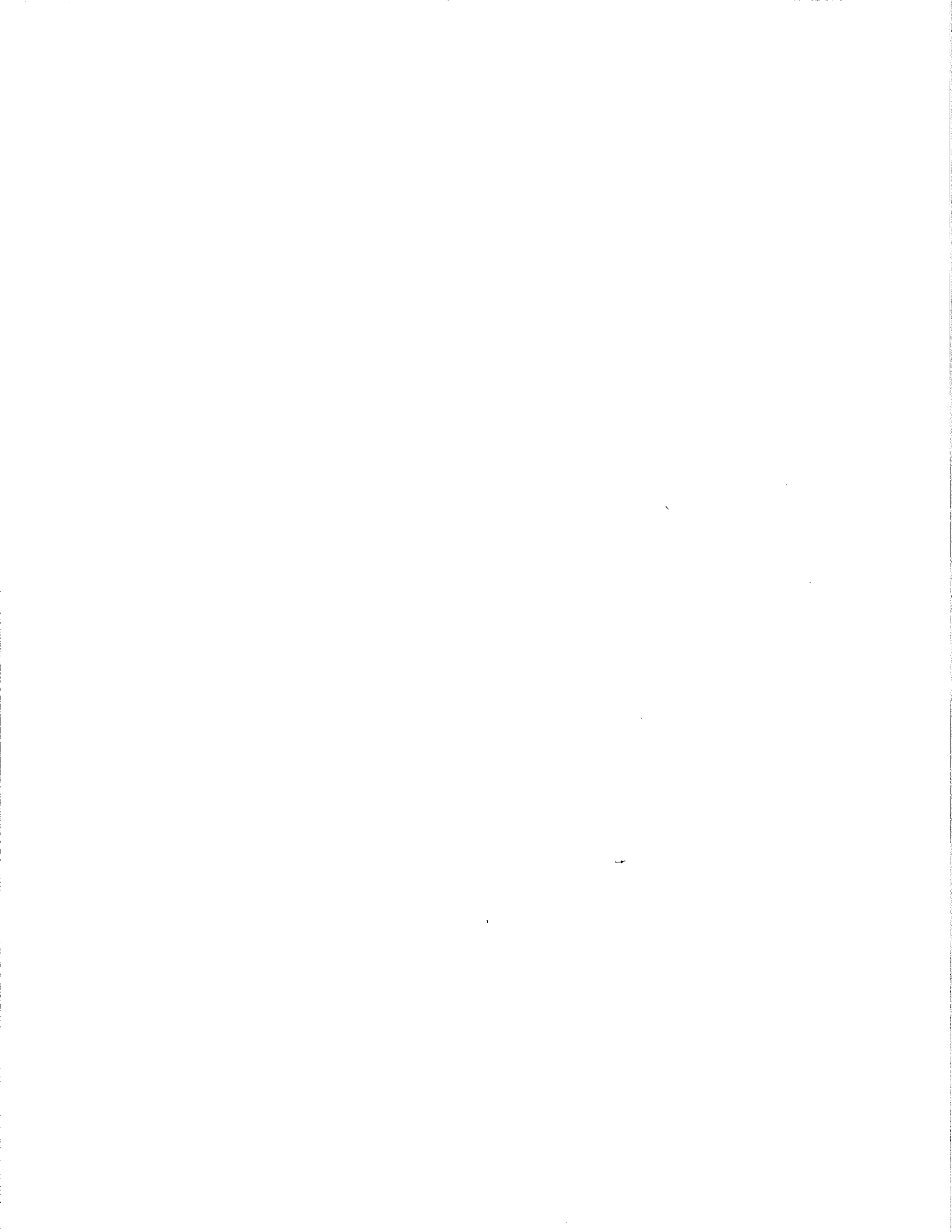
(Use the following form for signatures by a PARTNERSHIP or INDIVIDUAL):

BY: _____(SEAL)

(Printed Name)

WITNESS:

(Printed Name)



NON-COLLUSIVE AFFIDAVIT

State of _____)

_____)

County of _____)

_____ being first duly sworn,
deposes and says that:

- (1) He is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ 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 submit
a collusive or sham BID in connection with the Contract for which the attached BID has
been submitted; or to refrain from bidding in connection with such Contract; or have in any
manner, directly or indirectly, sought by agreement or collusion, or communication, or
conference with any 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, or cost elements of the BID price
or the BID price of any other BIDDER, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against (Recipient), 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 _____

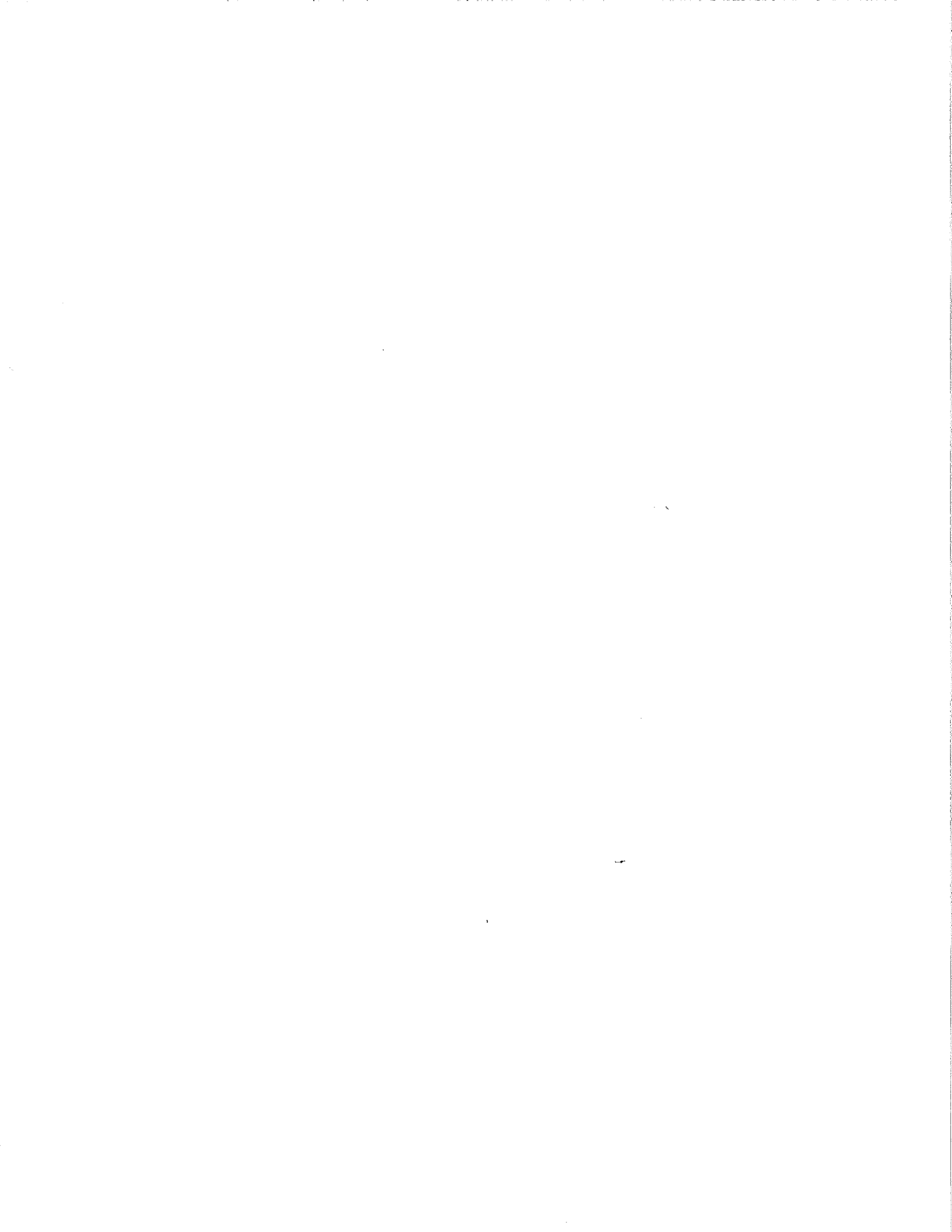
ITS _____
(Title)

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

Notary Public

My Commission Expires:

END OF AFFIDAVIT



F.T.A. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

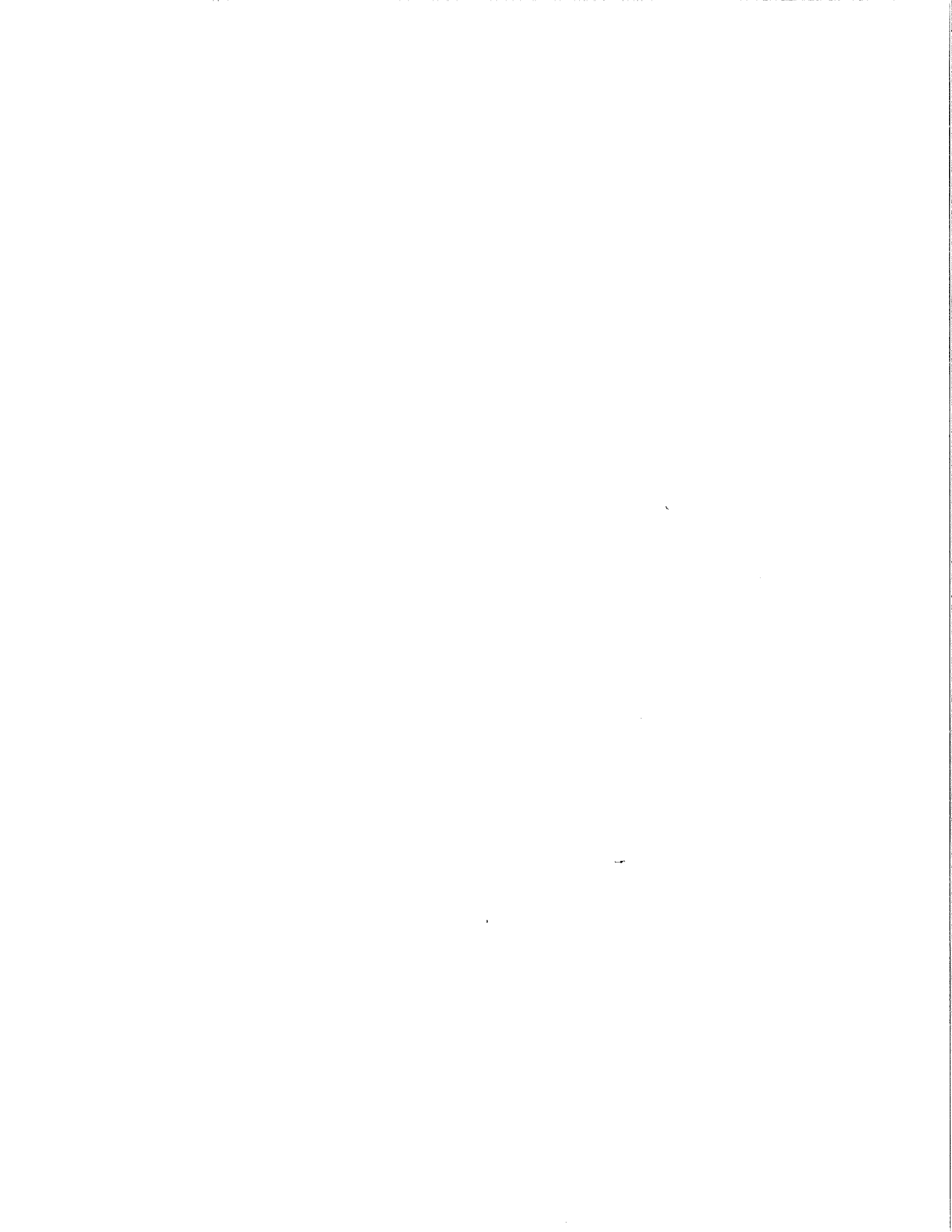
(To be submitted with each bid or offer exceeding \$100,000)

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.]

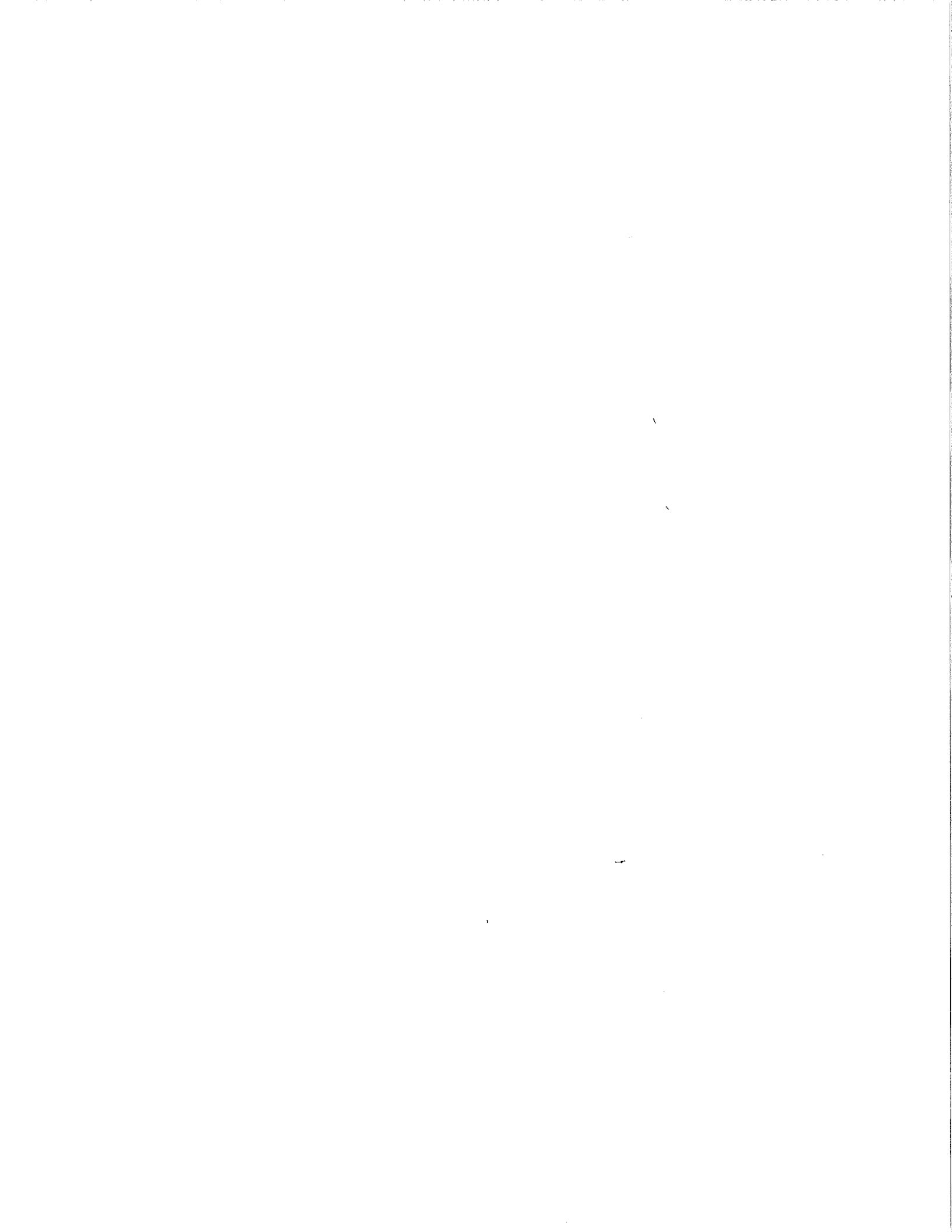


The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date



**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

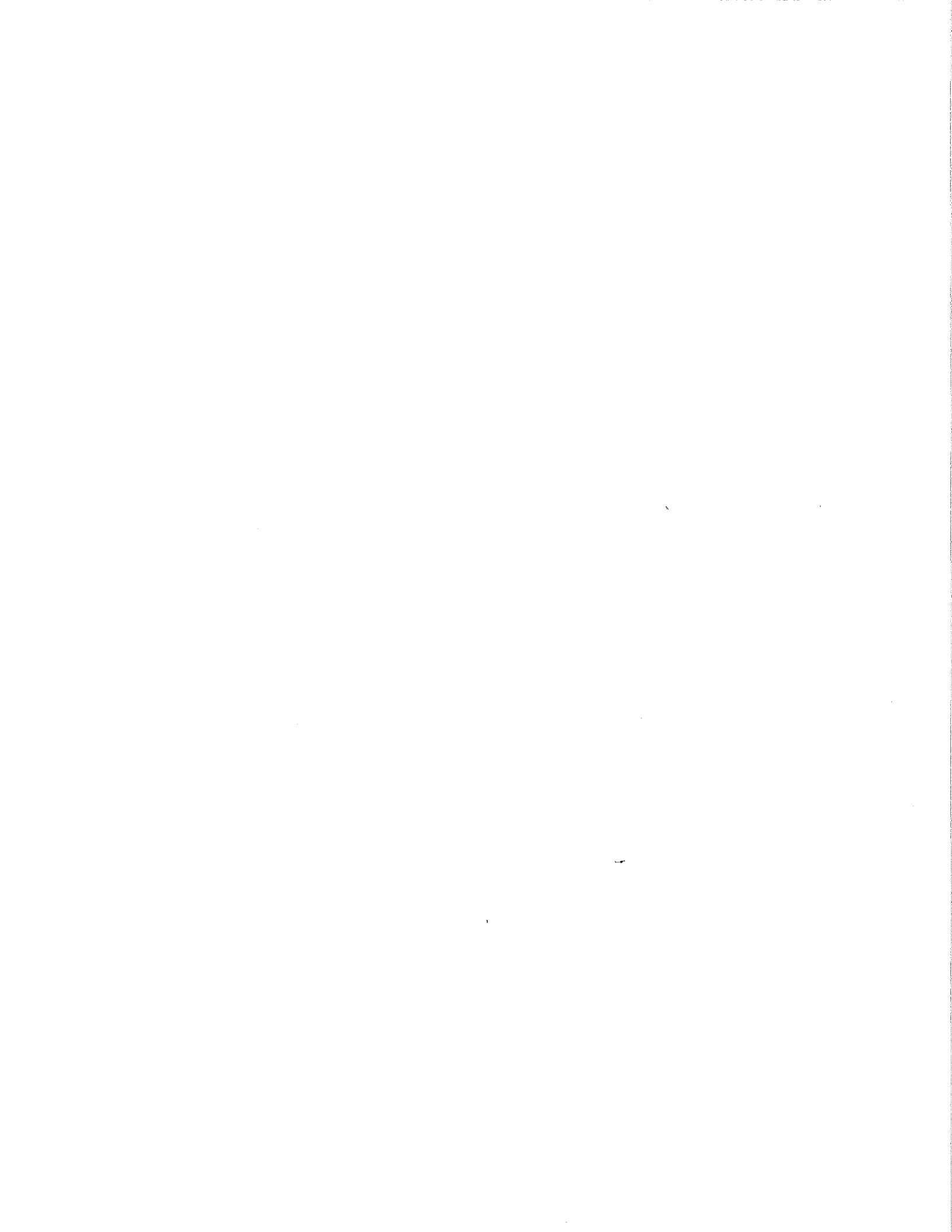
THE PRIMARY PARTICIPANT _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

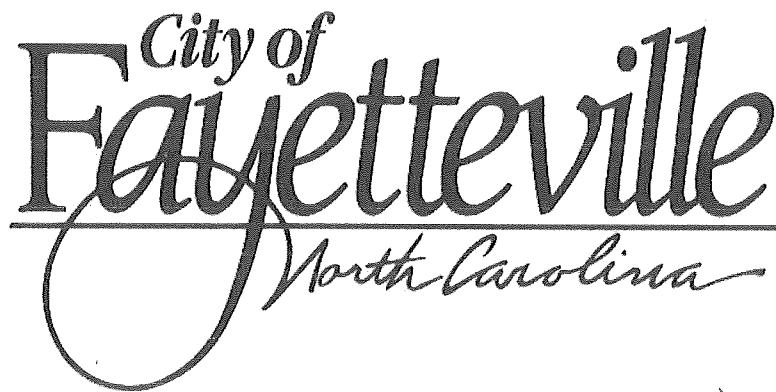
Signature

Title

Printed Name

Date

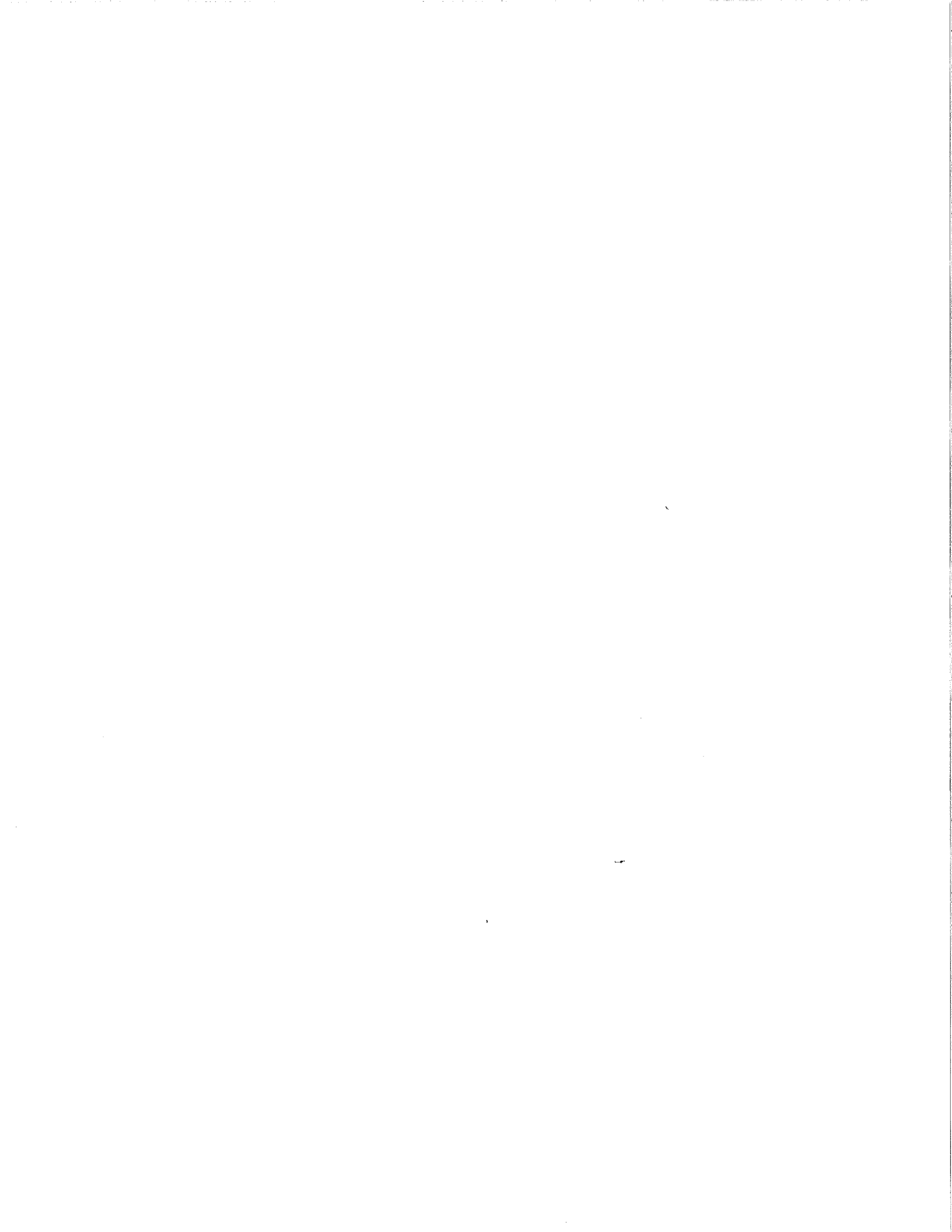




CITY OF FAYETTEVILLE

**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. SDDBE Program Eligibility.

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

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

VI. SDBE Goal Setting.

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

VII. Counting Participation of SDBEs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. Contract Performance Compliance Procedures.

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

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

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

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

XII. Protest Procedure.

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

XIII. Dispute Resolution.

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

XIV. Penalties.

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

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

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

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

XV. Program Review.

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

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

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

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

APPLICATION:

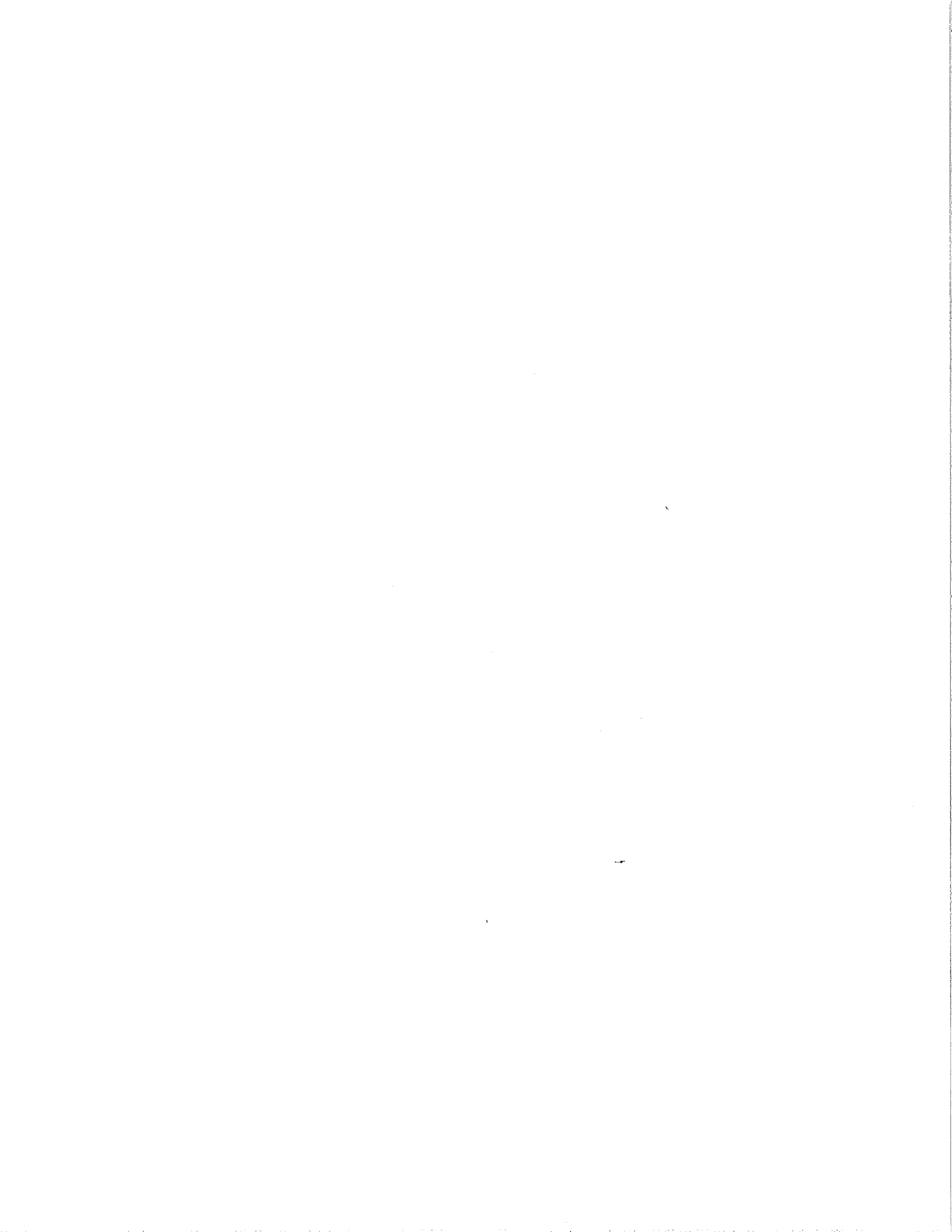
The requirements of the City of Fayetteville's Small Disadvantaged Business Program (the "SDBE Program") for participation specific contracts are hereby made part of the Contract Documents. Copies of the Program may be obtained from:

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 documents set forth below, properly executed. Returning executed copies indicates and establishes that the Bidder understands and agrees to any incorporated SDBE contract provisions.
2. All Bidders must provide with their Bid Proposal Form a properly completed and executed copy of the Identification of SDBE/HUB Participation Form
3. All Bidders must provide with their Bid Proposal Form a properly completed and executed copy of **either** Affidavit A – Listing of Good-Faith Efforts **OR** Affidavit B – Intent to Self-Perform with Own Workforce.
4. Upon being identified as the apparent lowest responsive, responsible Bidder, a Bidder shall, within seven (7) calendar days provide a properly completed and executed copy of **either** Affidavit C – Percentage of SDBE/HUB Participation **OR** Affidavit D – Good-Faith Efforts.



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

Affidavit A: Listing of the Good Faith Efforts

Affidavit of _____
(Name of Bidder)

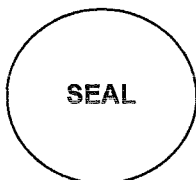
I have made a good faith effort to comply under the following areas checked:

(A value of 50 points or greater achieves "good faith efforts")

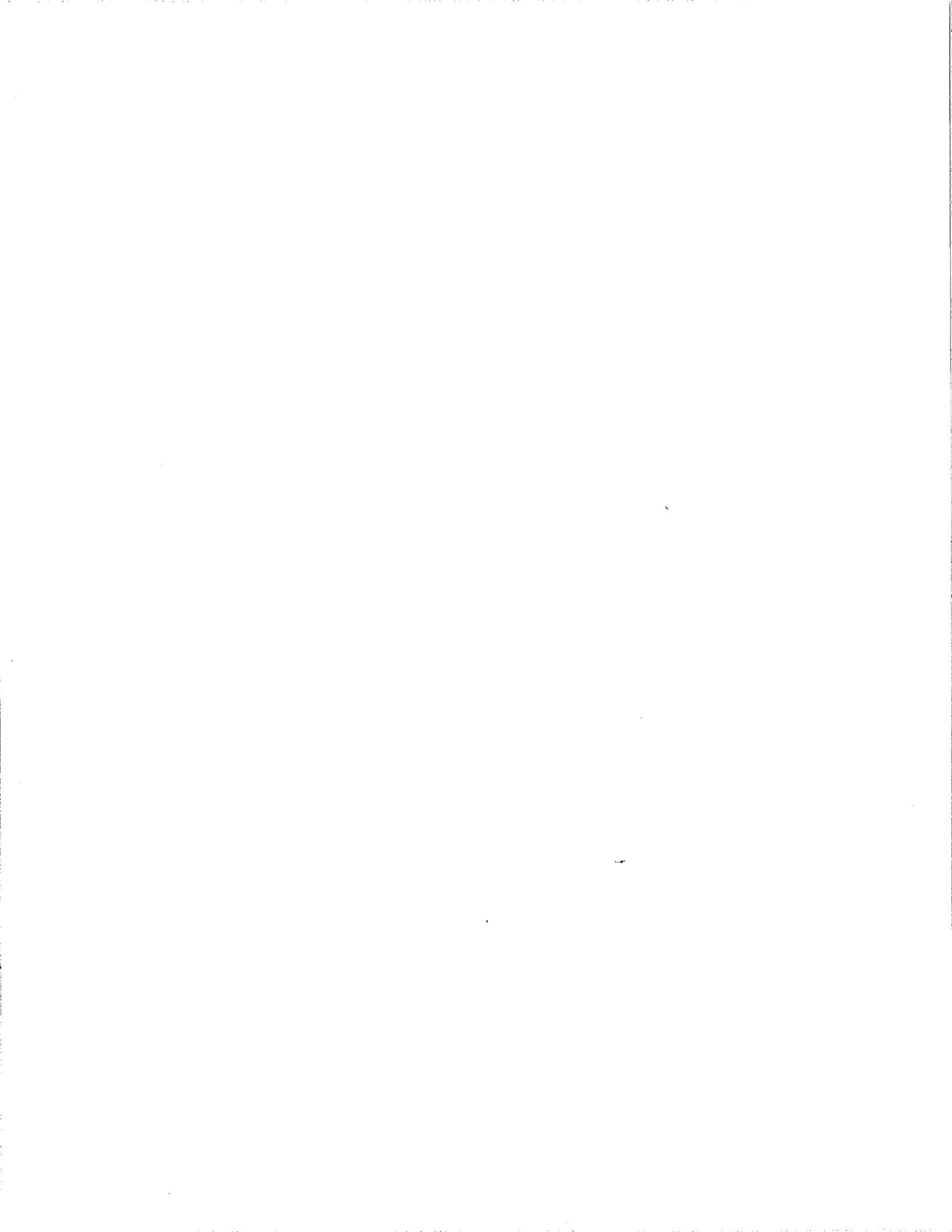
- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be 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 NCGS 143-128.2(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

Affidavit B: Intent to Perform Contract with Own Workforce:

Affidavit of _____
(Name of Bidder)

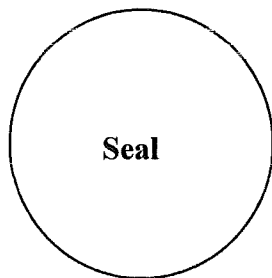
I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract (Name of Project)

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.

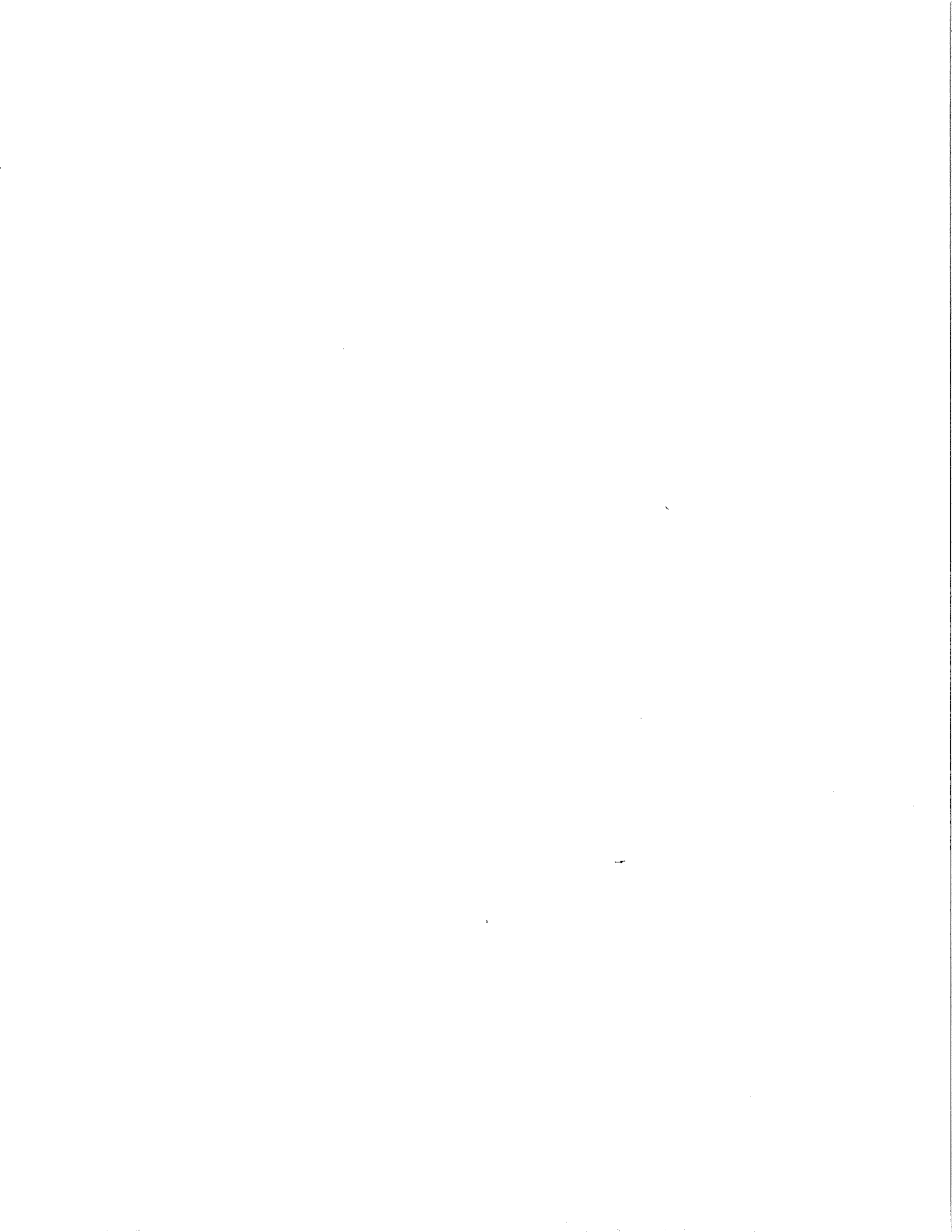
Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 2022
Notary Public _____
My commission expires _____



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 NCGS 143-128.2(d), the undersigned will enter into a formal agreement with small disadvantaged business enterprises 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

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.

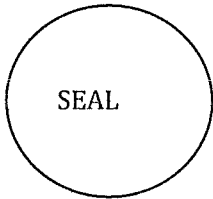
Name, Address and Phone No.	*SDBE/HUB Category	Description	Dollar Value

*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)

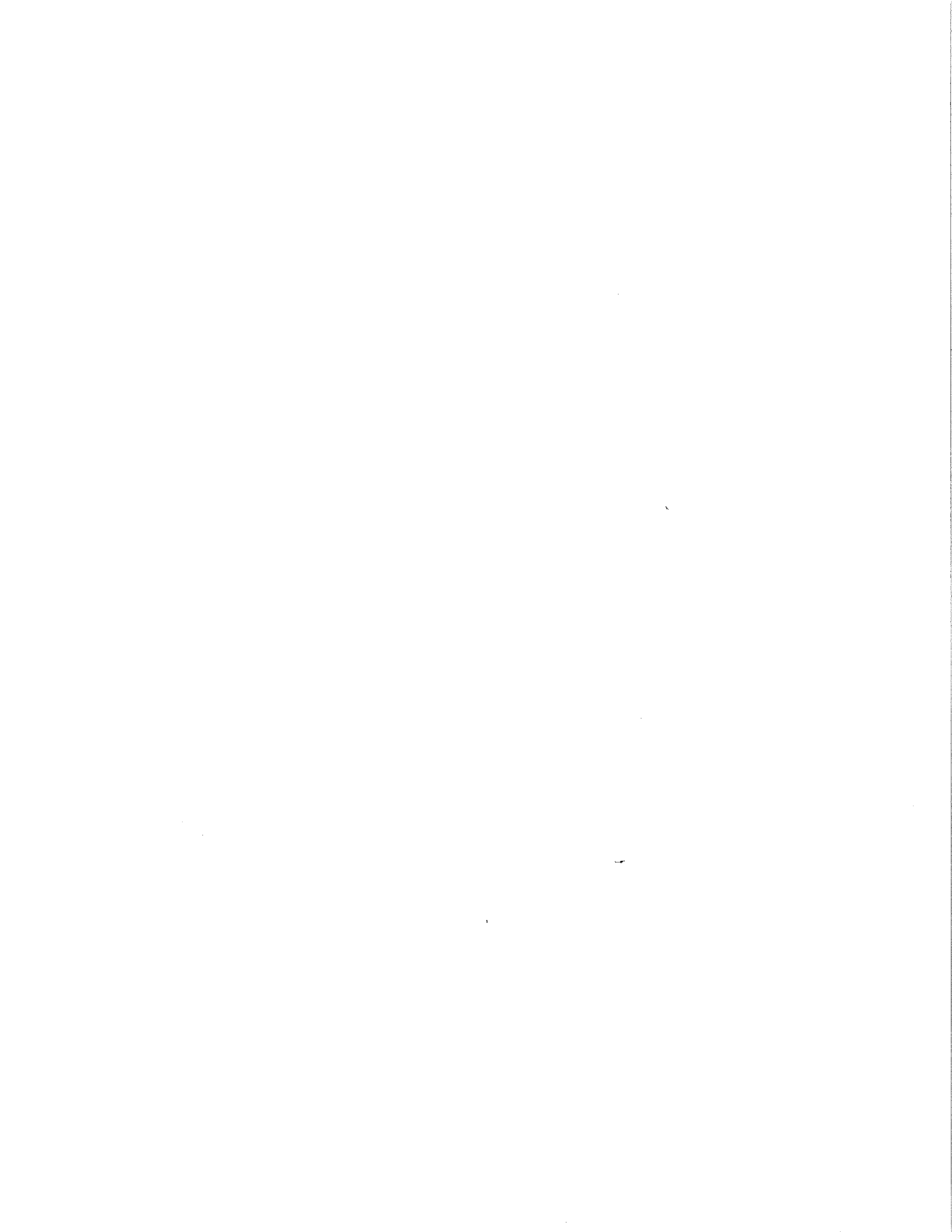
Bidder may be requested to provide documentation of the Bidder's good-faith efforts. Examples of documentation may include the following:

- 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 _____



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

Identification of Small Disadvantaged/Local Business Participation

I, _____
(Name of Bidder)

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

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

***Local: Fayetteville Metropolitan Statistical Area (MSA) comprising of Cumberland County, Hoke County, and Harnett County. PWC is requesting this information for reporting purposes only, and use of local entities will not be considered for compliance with the requirements of the SDBE Program.

The total value of small disadvantaged/local business contracting will be \$ _____

FAYETTEVILLE PUBLIC WORKS COMMISSION
Small Local Supplier Subcontractor Disclosure Form

Contractor: _____

Address & Phone: _____

Project: _____

Name: _____

Pay Application #: _____ Period: _____

Please complete the below form by providing the necessary information for the estimated payment to be made to each subcontractor, vendor, or supplier for the work associated with the identified pay application. This form must be fully completed and attached to each pay application.

Firm Name, Address, and Contact Information	Estimated Payment Amount	Type of Work/Commodity (Include NAICS Code)

Signature

_____, _____
Printed Name Title

Date

SECTION B - CONTRACT EXECUTION DOCUMENTS

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NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 – CLIFFDALE WEST

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids 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 _____, 2023.

**OWNER: FAYETTEVILLE PUBLIC WORKS COMMISSION
FAYETTEVILLE, NC**

**BY: Candice S. Kirtz
TITLE: Director of Supply Chain**

ACCEPTANCE OF AWARD

**FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 –
CLIFFDALE WEST**

Receipt of the preceding NOTICE OF AWARD is hereby acknowledged this the _____
day of _____, 2023.

(CONTRACTOR)

By: _____

Title: _____

- END OF SECTION -

State of North Carolina
Cumberland County

CONSTRUCTION AGREEMENT

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

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

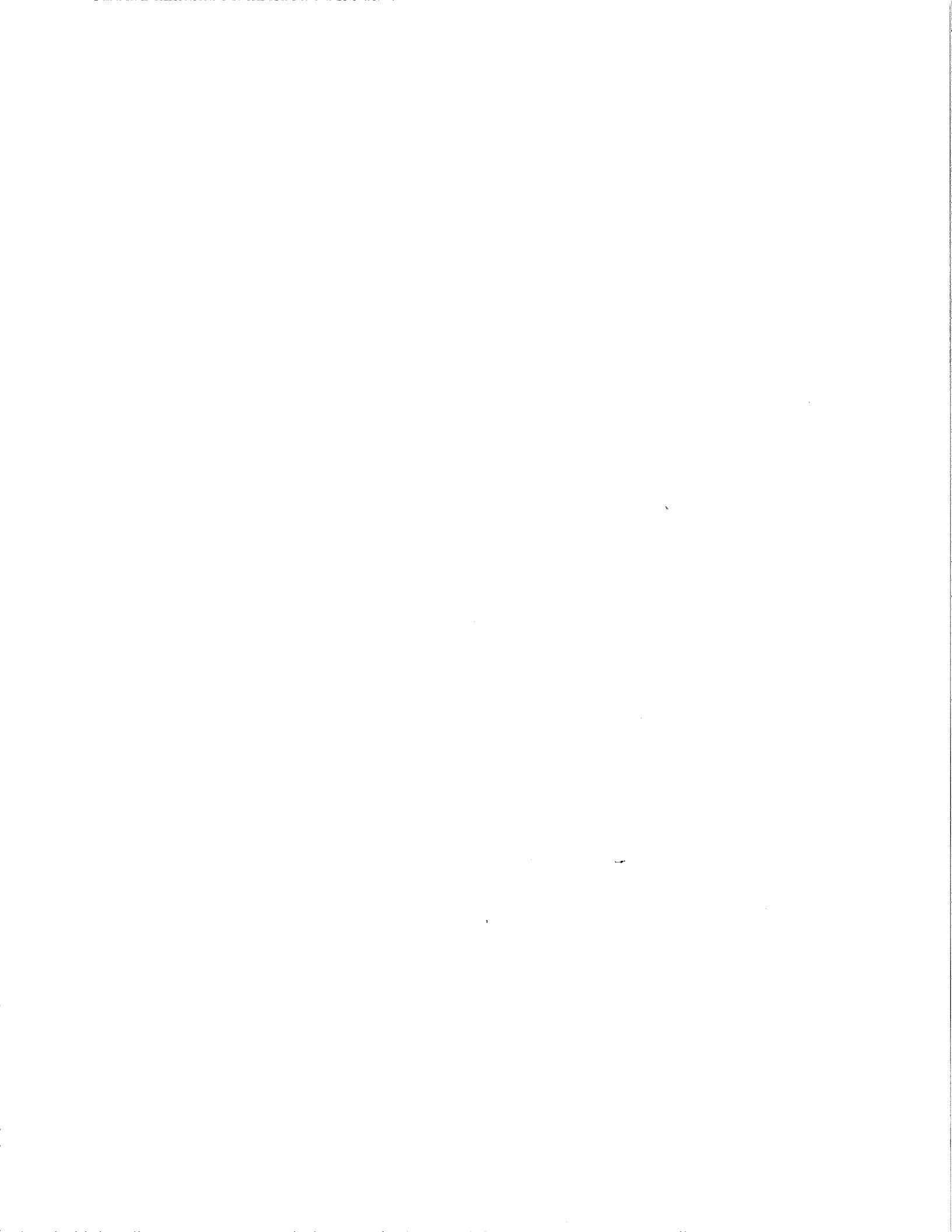
2. Terms. Capitalized terms used in this Agreement have the meaning specified below:

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

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

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

- a. This Agreement
- b. Instructions to Bidders



- c. Bid Forms, including but not limited to Bid Form, Bid Summary, and Bidder Agreement
- d. Bid Schedule - Performance and Delivery
- e. Notice of Award
- f. Acceptance of Award
- g. Certificates of Insurance
- h. Notice to Proceed and Acceptance
- i. Definitions
- j. General Conditions
- k. Exhibits

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:

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

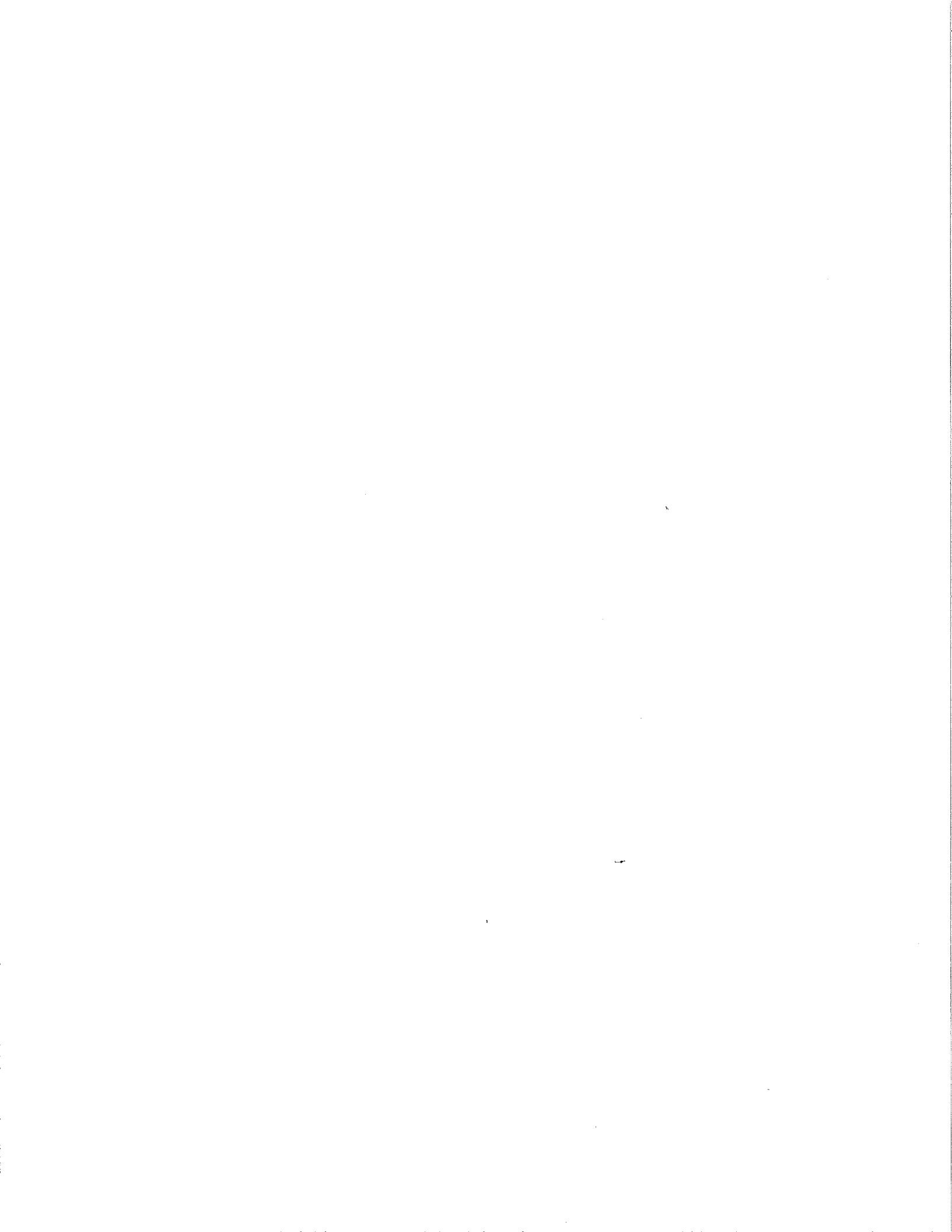
"Fault" means a breach of contract by Contractor, negligent, reckless, or intentional act(s) or omission(s) constituting a tort under applicable statutes or common law by one or more Responsible Persons, or violation(s) of applicable statute(s) or regulation(s) by a Responsible Person.

"Project" means construction of approximately 20,888 linear feet of gravity sewer and 143 linear feet water main within the Cliffdale West Subdivision area, 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 \$_____ (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 _____, 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

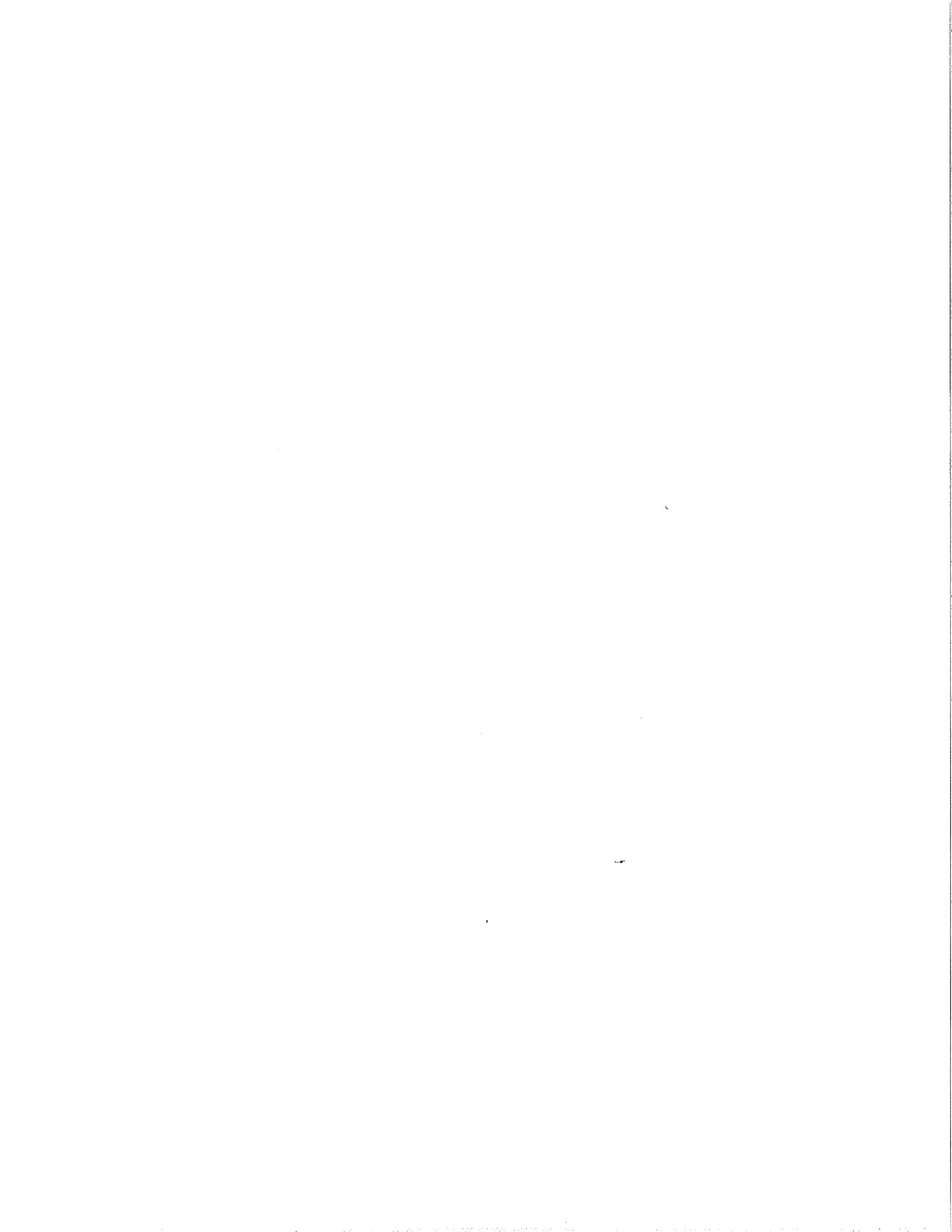
Project, Contractor shall deliver certificates of insurance confirming each such coverage required by the Contract Documents, and Contractor shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional 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.

16. 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.

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

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

19. Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (a "Dispute") and involving any two or more of the following parties, PWC, Designer, Contractor or any subcontractor of Contractor, the party initiating the Dispute shall serve written notice of a Dispute on the party(ies) to the dispute, and those parties shall endeavor to settle the dispute first through direct, informal discussions between the parties' selected representatives. Any such representative(s) shall have binding authority to settle the Dispute. In the event the parties do not settle the Dispute within ten (10) days from the date of written notice of the Dispute, any party to the Dispute may, by written notice to the other party(ies), engage a mediator certified under the laws of the State



of North Carolina to mediate the Dispute within thirty (30) days of such notice. The parties to the Dispute shall attend mediation in good faith. In the event mediation is unsuccessful, any party to the dispute may initiate arbitration proceedings. Any controversy or claim arising out of or relating to the Contract Documents, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. All of the foregoing dispute resolution procedures shall be held in Cumberland County, North Carolina. The costs of the mediator and arbitrator in a dispute resolution process shall be divided equally among the parties to the process; provided, however, PWC shall bear at least one-third of the cost if PWC is a party to the dispute resolution and the remainder of the cost shall be divided equally among the other parties participating in the dispute resolution. PWC shall, in its contractual arrangements with Designer, and Contractor shall, in its contracts with subcontractors and they in their contracts with lower-tier subcontractors authorize and direct such parties to participate in the dispute resolution procedures set forth in this Section. Unless otherwise directed in writing by PWC, Contractor shall continue the Project and maintain compliance with the scheduling deadlines set forth in the Contract Documents during any dispute resolution proceedings. If Contractor continues to perform, PWC shall make payments due for the continued performance in accordance with this Agreement. The provisions of this Section shall not extend any applicable statutes of limitation or repose.

20. 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.

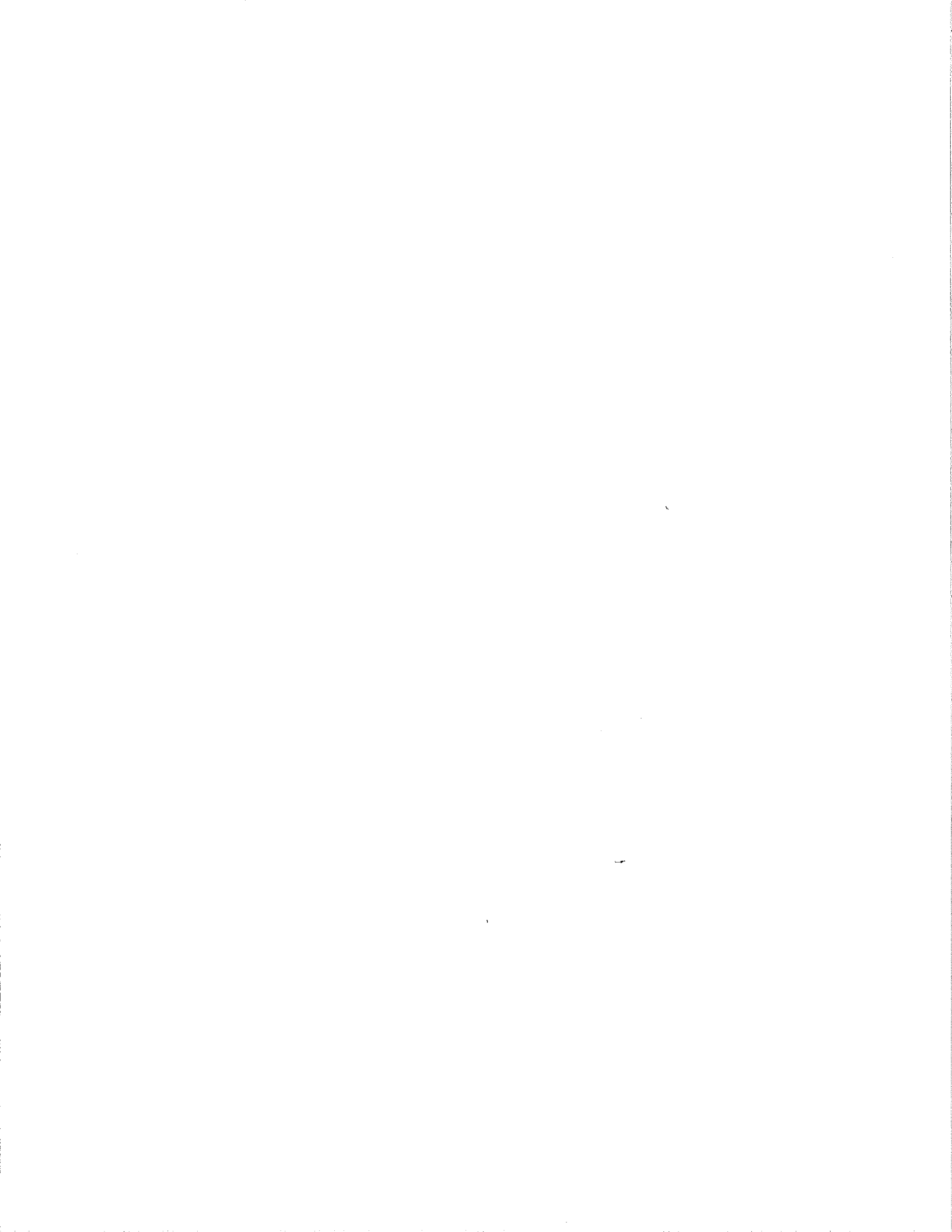
21. Notices. Any notice which either Party is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed herein below, or such other address 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: Mick Noland, Interim CEO/General Manager
PO Box 1089
Fayetteville, NC 28302

To Contractor:
[INSERT MAILING ADDRESS]

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

23. 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: _____
Mick Noland, Interim CEO/General Manager

By: _____

(Printed Name) (Title)

Date: _____

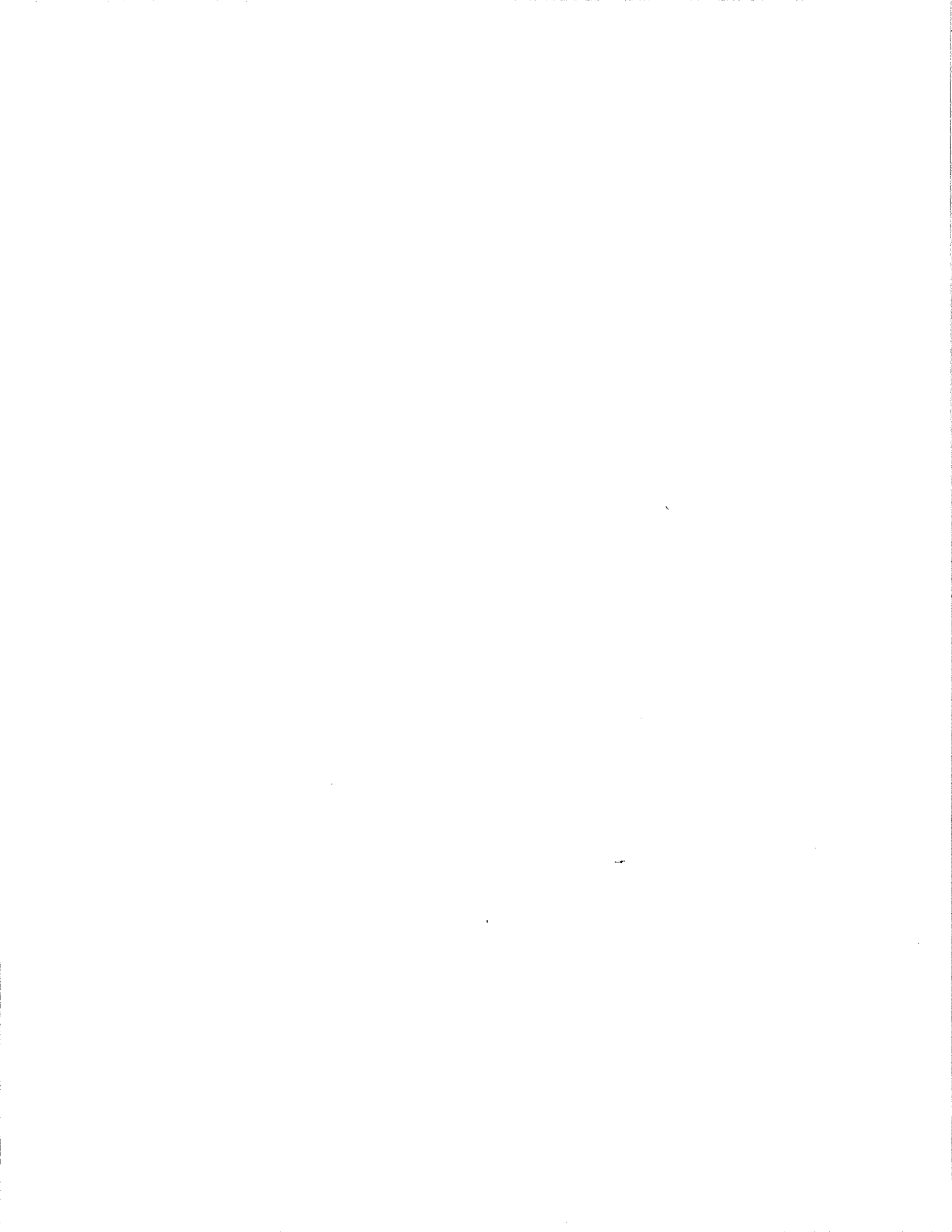
Date: _____

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





GENERAL CONDITIONS FOR
FAYETTEVILLE ANNEXATION PHASE V, PROJECT ¹²
FOR THE FAYETTEVILLE PUBLIC WORKS COMMISSION

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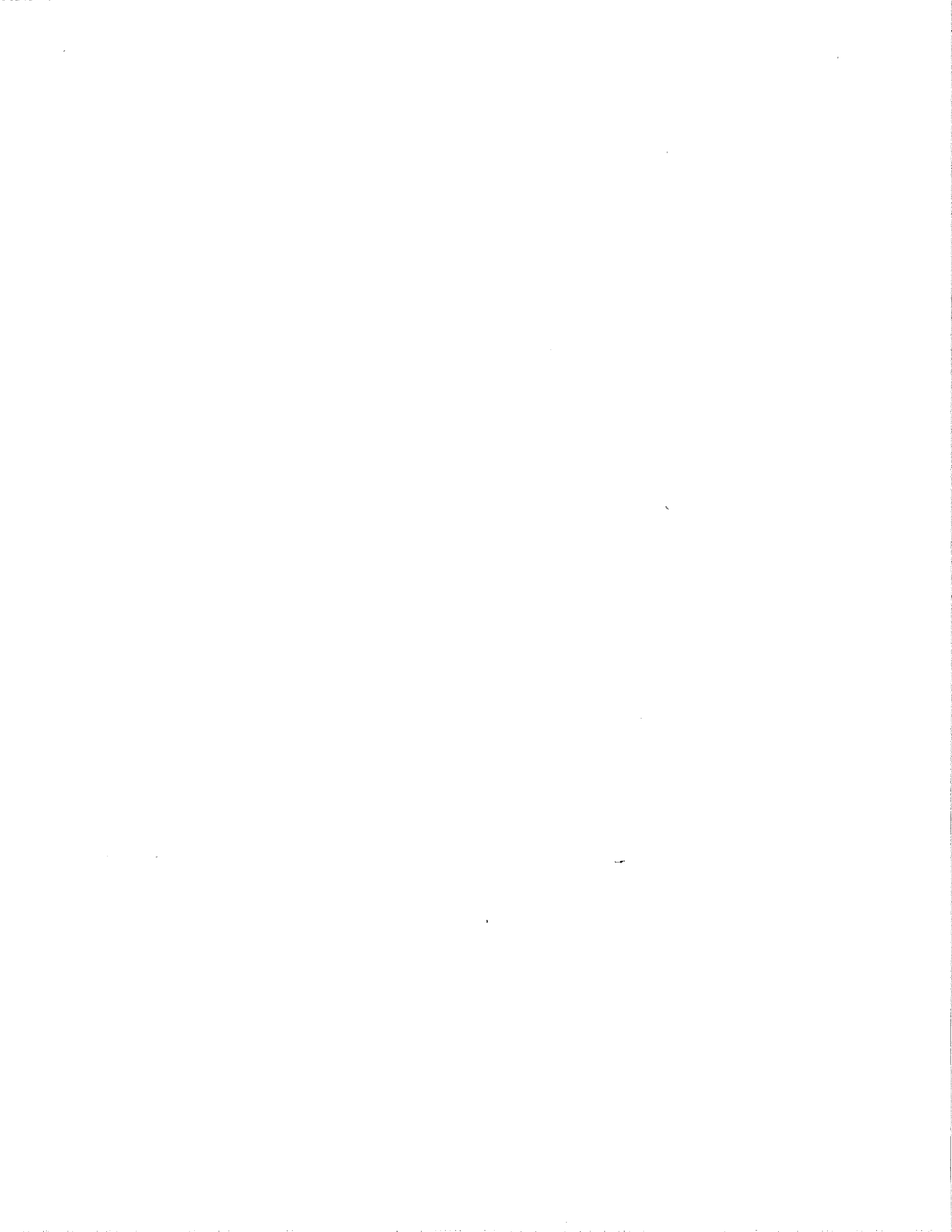
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General Conditions

Article I. Definitions and Terminology

Section 1.01 Definitions

Capitalized terms used in the Bid Documents or Contract Documents, including the singular and plural forms, shall have the meaning indicated in the definitions below. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

- (a) **Addenda**—Written or graphic instruments issued before the opening of Bids which clarify, correct, or change the Bid Documents or other Contract Documents.
- (b) **Agreement**—The written instrument, executed by PWC and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties, designates the specific documents that encompass the Contract Documents, and provides other material provisions that govern the relationship between the parties as it relates to the Project. The Agreement is also referred to, and titled as, the “Construction Agreement.”
- (c) **Application for Payment**—The form that Contractor shall use during the Work in requesting progress or final payments. Any Application for Payment shall be accompanied by such supporting documentation as is required by the Contract Documents.
- (d) **Bid**—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- (e) **Bidder**—An individual or entity that submits a Bid to PWC for the Project.
- (f) **Bid Documents**—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
- (g) **Bidding Requirements**—The Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bidder’s original Bid with any requisite attachments.
- (h) **Business Day**—each calendar day that is not a Saturday, Sunday, or holiday observed by PWC (New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day (and the day after), and Christmas (2 days) for its employees.
- (i) **Change Order**—A document that is signed by Contractor and PWC, which authorizes an addition, deletion, or revision in the Work, an adjustment in the Contract Price or the Contract Times, a change in the scope of the Project, or other revision to the Agreement, issued on or after the Effective Date of the Agreement.
- (j) **Change Proposal**—A written request by Contractor, submitted in compliance with the procedural requirements set forth in the Contract Documents, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by PWC concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Agreement.

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- (k) Completion of the Project—Has the meaning as set forth in the Construction Agreement.
- (l) Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- (m) Contract Price—The money that PWC has agreed to pay Contractor for Completion of the Project in accordance with the Contract Documents. May also be referred to as “Price” throughout the Contract Documents.
- (n) Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; and (b) Completion of the Project.
- (o) Contractor—The individual or entity with which PWC has contracted for performance of the Work and Completion of the Project.
- (p) Day—a calendar day of 24 hours measured from midnight to the next midnight. Also referred to throughout the Contract Documents as “days” or “calendar days.”
- (q) Design Engineer—The Engineering firm identified on the Contract Drawings and their duly authorized employees and agents, such employees and agents acting within the scope of the particular duties entrusted to them in each case.
- (r) Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- (s) Field Order—A written order issued by Project Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- (t) Final Completion—The day the on which any specified Work is complete in accordance with the Contract Documents.
- (u) Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such terms, unless otherwise specified, shall refer to North Carolina laws and regulations.
- (v) Milestone—A principal event in the performance of the Work that the Agreement requires Contractor to achieve by an intermediate completion date or by a time prior to Completion of the Project.
- (w) Non-Compliance Notice—A written notice issued by PWC to Contractor indicating a

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- violation of any term, provision, or requirement of the Contract Documents.
- (x) Notice of Award—The written notice by PWC to a Bidder providing of PWC's acceptance of the Bid upon timely compliance by the Bidder with any conditions precedent provided in the notice.
 - (y) Notice to Proceed—A written notice by PWC to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
 - (z) Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
 - (aa) Project—has the meaning ascribed to it in the Agreement and is as more specifically set forth throughout the Contract Documents. "Project" includes the total undertaking to be accomplished for PWC by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
 - (bb) Project Engineer—the PWC employee assigned by PWC to coordinate, manage, monitor, and otherwise perform the administration necessary and consistent with PWC's responsibilities for the Completion of the Project. The Project Engineer has authority to coordinate and work with the Design Engineer regarding any engineering questions, concerns, revisions, alterations, deletions, or additions to the Work, and has authority to approve any changes in the scope of the Work. Project Engineer may assign a "Project Coordinator" who will also be an employee of PWC and have the duties and responsibilities set by the Project Engineer.
 - (cc) PWC—Fayetteville Public Works Commission. PWC may also be referred to in the Contract Documents as "Owner."
 - (dd) Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
 - (ee) Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Project Engineer's review of the submittals and the performance of related construction activities.
 - (ff) Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
 - (gg) Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Contract Drawings and are not Contract Documents.
 - (hh) Site—Lands or areas indicated in the Contract Documents as being furnished by PWC upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by PWC which are designated for the use of Contractor.

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- (ii) Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- (jj) 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.
- (kk) Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
- (ll) Successful Bidder—The Bidder whose Bid PWC accepts, and to which PWC provides a Notice of Award.
- (mm) Supplementary Conditions—Any part of the Agreement that amends or supplements these General Conditions.
- (nn) Supplier—A manufacturer, fabricator, supplier, distributor, materialman, 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 a Subcontractor.
- (oo) Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
- (pp) 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 but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- (qq) Unit Price Work—Work to be paid for on the basis of unit prices.
- (rr) Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, materials, equipment, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents and necessary to achieve Completion of the Project.

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- (ss) **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by PWC and recommended by the Project Engineer, ordering an addition, deletion, or revision in the Work.

Section 1.02 Terminology

The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

(a) **Intent of Certain Terms or Adjectives:**

- (i) The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Project Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Project Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the 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 is not intended to and 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 the Contract Documents.

(b) **Defective**—when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- (i) does not conform to the Contract Documents; or
(ii) does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
(iii) has been damaged prior to Project Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by PWC at Substantial Completion in accordance with the Contract Documents).

(c) **Furnish, Install, Perform, Provide**

- (i) 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.
(ii) 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.
(iii) 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.
(iv) If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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

Article II. Preliminary Matters

Section 2.01 Delivery of Bonds and Evidence of Insurance

- (a) Bonds: Contractor shall deliver to PWC such bonds as Contractor is required to furnish simultaneously with delivering the executed Agreement to PWC.
- (b) Contractor's Insurance: Contractor shall deliver to PWC the certificates and other evidence of the insurance required by the Contract Documents simultaneously with delivering the executed Agreement to PWC.

Section 2.02 Copies of Documents

- (a) PWC will furnish to Contractor up to five (5) printed copies of the Contract Documents upon request by Contractor, and one (1) copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- (b) PWC will maintain and safeguard at least one original printed record version of the Agreement, including Drawings and Specifications signed and sealed by Design Engineer or other design professionals as applicable. PWC agrees to make such original printed record version of the Agreement reasonably available to Contractor for review during PWC's normal business hours. PWC may delegate the responsibilities under this provision to Design Engineer.

Section 2.03 Before Starting any Work

- (a) Within ten (10) Days after the Contractor receives the Notice of Award from PWC (or as otherwise specifically required by the Contract Documents), Contractor shall submit to PWC for timely review:
 - (i) a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the identifiable aspects of the Work, including any Milestones specified in the Contract Documents;
 - (ii) a preliminary Schedule of Submittals; and
 - (iii) Any Shop Drawings, Samples, and other submittals required by the Contract Documents before the Preconstruction Conference.

Section 2.04 Preconstruction Conference; Designation of Authorized Representatives

- (a) Before any Work at the Site is started, a preconstruction conference attended by PWC, Project Engineer, Contractor, Design Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss general Project issues including, but not limited, the following:
 - (i) The schedules and submittals referred to in Section 2.03;
 - (ii) Contractor's designated authorized representative as described in Section 2.04(b);
 - (iii) Safety;
 - (iv) Procedures for handling Shop Drawings, Samples, and other submittals;

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- (v) Processing Applications for Payment, electronic or digital transmittals;
- (b) At the preconstruction conference Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to its services and responsibilities under the Contract Documents. Such individual shall have the authority to transmit and receive information, render decisions relative to the requirements of the Contract Documents, and otherwise act on behalf of the Contractor.

Section 2.05 Initial Acceptance of Schedules

- (a) At least twenty (20) Days before submission of the first Application for Payment a conference, attended by Contractor, PWC, and others as appropriate, will be held to review for acceptability to Project Engineer as provided below the schedules submitted in accordance with Paragraph 2.03(a). PWC shall have ten (10) Days to review the submission and provide feedback to Contractor. Contractor shall then have ten (10) days to make any corrections and adjustments as indicated by PWC and to complete and resubmit the schedules as necessary. No progress payment shall be made to Contractor until acceptable schedules are submitted to and approved by Project Engineer.
- (b) The Progress Schedule will be acceptable to Project Engineer if it provides an orderly progression of the Work to achieve Completion of the Project within the Contract Times. Such acceptance will not impose on Project Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- (c) Contractor's Schedule of Submittals will be acceptable to Project Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

Section 2.06 Electronic Transmittals

- (a) Except as otherwise stated elsewhere in the Contract Documents, PWC and Contractor and their authorized agents may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through electronic mail at the address(es) designated by each Party.
- (b) When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Article III. Contract Documents: Intent, Requirements, Reuse

Section 3.01 Intent

- (a) The Contract Documents are complementary; what is required by one is as binding as if required by all.
- (b) It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

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- (c) Project Engineer, Design Engineer, or both, will issue clarifications and interpretations of the Contract Documents as provided herein.
- (d) To the extent necessary that Work, construction, or conditions not covered by these General Conditions is required for Contractor to achieve Completion of the Project, "Special Conditions" for such Work will be provided to Contractor and shall be part of the Contract Documents.
- (e) In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (1) Change Orders; (2) Addenda; (3) the fully executed Agreement; (4) Special Conditions; (5) any Drawings and Technical Specifications; and (6) General Conditions.

Section 3.02 Reference Standards

- (a) Standards Specifications, Codes, Laws and Regulations
 - (i) Reference in the Contract Documents to standard specifications, manuals, reference standards, 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, reference standard, code, or North Carolina laws and regulations in effect as of the Effective Date of the Agreement, except as may be otherwise specifically stated in the Contract Documents.
 - (ii) No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of PWC or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to PWC or any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents.

Section 3.03 Reporting and Resolving Discrepancies

- (a) Contractor's Verification of Figures and Measurements
 - (i) Before undertaking any portion of the Work, Contractor shall review all of the Contract Documents to and check and verify all figures and dimensions for the Project. Contractor shall promptly report in writing to Project Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Project Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to these General Conditions.
 - (ii) If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Project Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as defined hereinafter) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification

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or interpretation by Project Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to these General Conditions.

(b) Resolving Discrepancies:

- (i) Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for PWC shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - 1) the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - 2) 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).

Section 3.04 Reuse of Documents

- (a) Contractor and its Subcontractors and Suppliers shall not have or acquire any title to or ownership rights in any of the:
 - (i) Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Design Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of PWC and Design Engineer and specific written verification or adaptation by Design Engineer, where applicable; or
 - (ii) Contract Documents and shall not reuse any such Contract Documents for any purpose without PWC's express written consent.
- (b) The prohibitions of this provision shall survive final payment or termination of the Agreement. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

Article IV. Commencement and Progress of the Work

Section 4.01 Commencement of Work

- (a) The Contract Times will commence to run on the day indicated in the Notice to Proceed issued by PWC to Contractor. A Notice to Proceed may be given at any time after the Effective Date of the Contract.
- (b) Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date. Contractor's failure to commence the Work within fifteen (15) Days of the date stated in the Notice to Proceed shall be deemed a material breach of the Agreement unless PWC otherwise determines in its sole discretion and agrees in writing to a delay of the Contract Times based on the applicable circumstances.

Section 4.02 Reference Points

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- (a) Construction staking will be performed by Design Engineer, who will also prepare and furnish construction cut sheets, signed and sealed by a North Carolina professional land surveyor, to PWC and Contractor. Contractor shall not install any utilities without a sheet. All requests for staking shall be made not less than 96 hours in advance.
- (b) Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and staking, and shall make no changes or relocations without the prior written approval of Project Engineer. Contractor shall report to Project Engineer whenever any reference point staking is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or staking by professionally qualified personnel.

Section 4.03 Progress Schedule

- (a) Contractor shall adhere to the Progress Schedule established in accordance with Section 2.03 as it may be adjusted from time-to-time as provided below. Contractor shall submit to Project Engineer for acceptance any proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article IX.
- (b) Contractor shall carry on the Work and adhere to the Progress Schedule during any disputes or disagreements with PWC. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by these General Conditions or as PWC and Contractor may otherwise agree in writing.

Section 4.04 Delays in Contractor's Progress

- (a) If PWC, Project Engineer, anyone for whom PWC is responsible, or a Force Majeure Event delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- (b) Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- (c) Contractor must submit any Change Proposal, consistent with the procedure set forth in Article IX, seeking an adjustment in Contract Price or Contract Times under this provision within ten (10) calendar days of the commencement of the event that causes the delay, disruption, or interference with the Work and Contract Times.

Article V. Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions

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Section 5.01 Availability of Lands

- (a) PWC will be responsible for obtaining any required easements and encroachments, and otherwise furnishing the Site, necessary to complete the Work, except as provided elsewhere in the Contract Documents.
- (b) Upon reasonable written request, PWC shall furnish to Contractor a current statement of record legal title and legal description of the lands upon which the Work is to be completed and PWC's interest therein.
- (c) Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment necessary to complete the Work. Any and all agreements between the Contractor and any individual property owner(s) shall not obligate PWC, PWC's employees, Project Engineer, or Design Engineer in any manner, and Contractor shall, before performing any work on any such property, obtain a signed and notarized release of liability of PWC and Design Engineer that is suitable to PWC as confirmed in writing.
- (d) Contractor and any of its Subcontractors shall exercise care and caution to avoid damage to any private property. Should any such damage to private property occur, it is Contractor's responsibility to notify the Project Engineer promptly in writing that such damage occurred, the extent of the damage, and Contractor's written plan to remedy the damage. If Contractor fails to timely correct damage to private property, PWC reserves the right to withhold progress payments until damage is corrected and/or to correct damage and back-charge Contractor for costs incurred. At the Completion of the Project, Contractor shall obtain a signed release from all owners of private property to which damage occurred that releases PWC and Design Engineer and acknowledges a settlement for the damage or that such damage was adequately remedied.

Section 5.02 Use of Site and Other Areas

- (a) Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site and other adjacent areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- (b) Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris during the progress of the Work. Removal and disposal of such debris shall conform to applicable Laws and Regulations.
- (c) Prior to Completion of the Project, Contractor shall clean the Site and the Work and make it ready for utilization by PWC. At the completion of all of the Work, Contractor shall remove from the Site and adjacent areas 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.

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- (d) 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 structures or land to stresses or pressures that will endanger them.

Section 5.03 Differing Subsurface or Physical Conditions or Underground Facilities

- (a) If Contractor believes that any subsurface or physical condition or Underground Facilities that is uncovered or revealed at the Site either:
 - (i) is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely is materially inaccurate;
 - (ii) is of such a nature as to require a change in the Contract Documents;
 - (iii) differs materially from that shown or indicated in the Contract Documents; or
 - (iv) 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, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or Underground Facilities or performing any Work in connection therewith, notify PWC and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement approved by PWC permitting Contractor to do so.

- (b) After receipt of Contractor's written notice, Project Engineer will review the subsurface or physical condition or Underground Facilities in question; determine the necessity of PWC obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any of the differing site condition categories in this Section 5.03; and obtain any pertinent cost or schedule information from Contractor.
- (c) Project Engineer will issue a written statement to Contractor regarding the subsurface or physical condition or Underground Facilities in question, which addresses the resumption of Work in connection with such condition and indicates whether any change in the Contract Documents will be made.
- (d) Possible Price and Times Adjustments:
 - (i) Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition or Underground Facilities, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - 1) such condition must fall within at least one of the categories in this Section 5.03; and,
 - 2) Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - (ii) Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition or Underground Facilities if:
 - 1) Contractor knew of the existence of such condition at the time Contractor proffered its

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- 2) Bid to PWC or executed the applicable Agreement for the Project; or
 - 2) the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's Bid; or
 - 3) Contractor failed to give the written notice as required.
- (iii) If PWC and Contractor agree regarding Contractor's entitlement to, and the amount or extent of, any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- (iv) Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 calendar days after Project Engineer's written statement to Contractor regarding the subsurface or physical condition or Underground Facilities in question.

Section 5.04 Underground Utilities

- (a) Contractor shall ascertain the location and type of all underground utility lines or structures that may be located within the limits of the Site or any area where Work is to be performed.
- (i) The exact location of underground utilities or structures may vary from prior plans, permits, maps, or other documentation, and others may not be designated. The Contractor is fully responsible for verification of the exact location of all underground utility lines or structures within the limits of the Site or the area where the work is to be performed, whether known or unknown by PWC, and for providing necessary protection and/or repair if damage.
 - (ii) Should uncharted or incorrectly charted piping or other utilities be encountered during excavations, the Contractor shall immediately halt any Work, notify PWC, and await direction from PWC before proceeding with any Work. The Contractor shall fully cooperate with PWC and any other utility company in keeping respective services and facilities in operation.
- (b) PWC has used reasonable care 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. Actual horizontal and vertical locations have not been verified. As part of the 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) Days in advance of actual installation of new utilities to allow PWC an opportunity to adjust grades and alignments, to avoid a conflict, and to address any other issues.
- (c) The Contractor shall adhere to the provisions of the North Carolina Underground Utility Safety and Damage Prevention Act. The Contractor shall make a documented request to the North Carolina One Call Center, and/or individual utility owners, in order to locate any facilities within the Site limits or any area where Work is to be performed at least forty-eight (48) hours in advance of the day the Work is scheduled to begin. The Contractor shall include the cost of any coordination and cooperation for utilities in its Bid.

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- (i) Location assistance requested from PWC by Contractor should include the actual horizontal location, type number, size, and depth of all lines. All costs associated with locating and marking existing utilities or the utilities representatives shall be the responsibility of the Contractor.
- (ii) 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.
- (d) 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) 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.
 - (i) The Contractor shall inform all equipment operators, either those employed by him or those employed by his subcontractors, of information obtained from the utility owners prior to initiation of any aspect of any Work.
- (e) PWC and Design Engineer shall not be responsible for the accuracy or completeness of any information or data provided to the Contractor with respect to underground facilities.
- (f) The entire cost of all of the following will be included in the Contract Price, and Contractor shall bear full responsibilities for all such costs, including but not limited to:
 - (i) Reviewing and checking all such information and data;
 - (ii) Locating all underground facilities shown or indicated in the Contract Documents;
 - (iii) Coordination of the Work with the owners of such underground facilities, including PWC, during any portion of the Work; and
 - (iv) The safety and protection of all such underground facilities and repairing any damage thereto resulting from the Work.
- (g) Contractor shall be responsible for the discovery of existing underground installations, in advance of any excavating or trenching as required in the Contract Documents.
- (h) If an underground facility is discovered at or contiguous to the Site that was not shown or indicated in the Contract Documents or of which Contractor was not aware prior to starting that portion of any Work, 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), identify the owner of such underground facility and give written notice to PWC. Upon receipt of written notice, PWC will review the pertinent condition, determine the necessity of obtaining additional information, and advise Contractor in writing. During such time, Contractor shall be responsible for the safety and

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protection of such underground facility. If PWC concludes that a change in the Contract Documents is required, a Change Order will be issued.

- (i) The Contract Price and/or the Contract Time, may be adjusted if PWC determines, in its discretion, 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:
 - 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.

Section 5.05 Hazardous Environmental Conditions at Site

- (a) Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work or Hazardous Environmental Condition was caused by Contractor.
- (b) Contractor shall be responsible for controlling, containing, and removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- (c) If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency); and (3) immediately notify Project Engineer (and promptly thereafter confirm such notice in writing). Project Engineer will evaluate such condition or take corrective action, if any. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then PWC may have the Hazardous Environmental Condition removed and remediated and impose a set-off against payments to Contractor to account for the reasonable associated costs.
- (d) Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after PWC has delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- (e) If PWC and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within thirty (30) calendar days of PWC's written notice regarding the resumption of Work, Contractor may submit a Change Proposal or PWC may impose a set-off.
- (f) If after receipt of such written notice Contractor does not agree to resume such Work

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based on reasonable evidence it is unsafe or does not agree to resume such Work under such special conditions, then PWC may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.

Article VI. Bonds and Insurance

Section 6.01 Performance and Payment Bonds

- (a) Contractor shall obtain and furnish to PWC a performance bond in the amount of one hundred percent (100%) of the Contract 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.
- (b) Contractor shall obtain and furnish to PWC a payment bond in the amount of one hundred percent (100%) of the Contract 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.
- (c) 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.
- (d) In the event PWC deems the surety or sureties upon any bond necessary for the 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, and within ten (10) days after the receipt of notice from PWC, furnish such additional bond(s) 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.
- (e) By executing the Agreement, 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.

Section 6.02 Insurance

- (a) Contractor shall maintain during the life of the Agreement and during the completion of any Work the following insurance coverages, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rate A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC:
 - (i) 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. Commercial general liability coverage shall be written on an "occurrence" basis.

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- (ii) 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.
- (iii) Workers' compensation insurance as required by the Laws and Regulations. In the event any employee(s), contractor(s), or subcontractor(s) engaged to perform any Work under the Agreement is not protected under the applicable workers' compensation laws, the Contractor shall provide adequate coverage for the protection of such employee(s), contractor(s), or subcontractor(s) not otherwise protected.
- (iv) In the event the Project concerns building construction or repair work, Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the PWC, Contractor, and any Subcontractor(s) 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 Contract Price), and to remain in force until Completion of the Project.
- (v) 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 or stored on Site for any period of time. This coverage shall be an "Installation Floater." If no building construction or repair is involved for the Project, the amount of the coverage shall equal the value of the materials stored on site.
- (b) Prior to initiating any Work on the Project, Contractor shall deliver certificates of insurance confirming each such coverage set forth above, and Contractor shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period.
- (c) PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies.
- (d) 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.
- (e) The insurance coverage requirements 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.
- (f) If Contractor fails to obtain and maintain any required insurance, PWC may exclude Contractor from the Site, impose an appropriate set-off against payment, and exercise PWC's termination rights pursuant to the Contract Documents.

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- (g) PWC does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

Article VII. Contractor's Responsibilities

Section 7.01 Supervision and Superintendence

- (a) Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction subject to the terms, provisions, and specifications set forth in the Contract Documents.
- (b) At all times during the progress of the Work, Contractor shall assign a competent superintendent, satisfactory to Project Engineer, to supervise the Work and to respond to Project Engineer concerning PWC's interests in the Work.
- (c) Contractor's superintendent shall have full authority to act on behalf of Contractor and all communications, instructions, directions, and notices given to the superintendent by the Project Engineer shall be binding to the Contractor.
- (d) Contractor's superintendent shall be responsible for coordination of the Work with other contractors or subcontractors. The superintendent shall not be replaced without written notice to PWC except under extraordinary circumstances.
- (e) Subcontractors
 - (i) Contractor shall submit the names and references all Subcontractors to the Project Engineer for approval before commencing any Work.
 - 1) In the event Contractor seeks to substitute any Subcontractor that was identified in Contractor's Bid, Contractor shall promptly provide PWC with: (1) the Subcontractor it seeks to substitute; (2) the identity of the Subcontractor to be substituted; and (3) the reason for the requested substitution.
 - 2) PWC will review the requested substitution within five (5) Business Days and provide written approval or denial of the substitution, with such approval not to be unreasonably withheld.
 - (ii) Contractor's superintendent shall be available to be present at the Site at any time that any Subcontractor(s) is performing any of the Work. Construction activity shall be stopped if the Contractor's superintendent is not available to be at the Site.

Section 7.02 Labor; Working Hours

- (a) Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Contractor shall remove from the

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Project any person who appears incompetent, disorderly, or otherwise unsatisfactory. Contractor shall also remove any person who appears in PWC's sole discretion to be incompetent, disorderly, or otherwise unsatisfactory

- (b) Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed on Business Days. Contractor will not perform Work on non-Business Days. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with PWC's written consent, which will not be unreasonably withheld. In such circumstances, Contractor shall submit a written request to PWC at least two (2) Business Days prior to any Work that it requests to complete on a non-Business Day and PWC will, in its sole discretion, approve or deny such request. If such work outside of a Business Day is approved, PWC will set forth the specific parameters that Contractor must follow, including time of work, personnel, and any other issues.⁸

Section 7.03 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 Project, whether or not such items are specifically called for in the Contract Documents.
- (b) All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise specified in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of PWC. If required by PWC or its designee, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- (c) 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 specified in the Contract Documents.

Section 7.04 "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 of such an item 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 is permitted, Contractor may request that Project Engineer authorize the use of other items of material or equipment under the circumstances described below.
 - (i) If Project Engineer determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Project Engineer shall deem it an "or equal" item and confirm such in writing to Contractor. A proposed item of material or equipment will be considered functionally equal to an item so named if:
 - 1) in the exercise of reasonable judgment Project Engineer determines that:

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- a) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - b) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - c) it has a proven record of performance and availability of responsive service; and
 - d) it is not objectionable to PWC.
- 2) Contractor certifies that, if approved and incorporated into the Work:
- a) there will be no increase in the Contract Price or Contract Times; and
 - b) it will conform substantially to the detailed requirements of the item specified in the Contract Documents.
- (b) Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- (c) Project Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Project Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Project Engineer will be the sole judge of acceptability. Contractor shall not order, furnish, install, or utilize any "or-equal" it until Project Engineer has reviewed the request, determined that the proposed item is an "or-equal," and provided written confirmation to Contractor.
- (d) Project Engineer's denial of an "or-equal" request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents.

Section 7.05 Concerning Subcontractors, Suppliers, and Others

- (a) Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to PWC.
- (b) Contractor shall not subcontract more than forty-nine percent (49%) of the final Contract Price.
- (c) Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract Documents.
- (d) After the submittal of Contractor's Bid or final negotiation of the terms of the Agreement, PWC may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work.
- (e) Prior to entry into any binding subcontract or purchase order, Contractor shall submit to PWC the identity of the proposed Subcontractor or Supplier (unless PWC has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to PWC unless PWC raises a substantive, reasonable objection within five (5) Business Days.
- (f) No acceptance by PWC of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of PWC to the completion of the Work in accordance with the Contract Documents.

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- (g) Contractor shall be fully responsible to PWC for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- (h) Contractor shall be solely responsible for scheduling and coordinating the Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- (i) Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with PWC, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- (j) All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of PWC.
- (k) PWC may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- (l) Nothing in the Contract Documents:
 - (i) shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between PWC or Design Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - (ii) shall create any obligation on the part of PWC or Design Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

Section 7.06 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 that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of PWC, 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 PWC in the Contract Documents.

Section 7.07 Permits

- (a) Unless otherwise specified in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses necessary to achieve Completion of the Project. Contractor shall timely seek assistance from PWC if necessary to obtain any permits or licenses; provided that, the Contract Time shall not be extended if PWC determines, in its discretion, that Contractor delayed or otherwise did not act expeditiously in requesting such assistance. PWC shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for Completion of the Project that are applicable at the time of the submission of Contractor's Bid.

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Section 7.08 Taxes

- (a) Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the applicable Laws and Regulations for the Project and which are applicable during the performance of the Work.

Section 7.09 Laws and Regulations

- (a) Contractor shall give all notices required by, and shall comply with, all Laws and Regulations applicable to the Project. Except as otherwise expressly required, PWC shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- (b) Contractor shall bear all resulting costs and losses for any of its actions or inactions that are contrary to Laws or Regulations.
- (c) PWC or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under the Agreement) concerning any Laws or Regulations having an effect on the Contract Price or Contract Times, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If PWC and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 calendar days of such notice Contractor may submit a Change Proposal.

Section 7.10 Record Documents

- (a) Contractor shall maintain in good order one (1) printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. These record documents, together with all approved Samples, will be available to Project Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to PWC.

Section 7.11 Safety and Protection

- (a) Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - (i) all persons on the Site or who may be affected by the Work;
 - (ii) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - (iii) other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- (b) Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or

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loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify PWC, the owners of adjacent property or Underground Facilities, and other contractors and owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- (c) Contractor shall comply with the requirement of any of PWC's applicable health programs, which may be revised from time to time based on specific circumstances or applicable guidance from the Center for Disease Control or other applicable entity. Such health programs will be identified in the Special Conditions if applicable to the Project.
- (d) Contractor shall comply with the requirements of PWC's applicable safety programs. The Special Conditions identify any of PWC's safety programs that are applicable to the Project.
- (e) Contractor shall remedy, at its expense, all damage, injury, or loss to any property 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.
- (f) Contractor's duties and responsibilities for safety and protection shall continue until such time as Completion of the Project is achieved.
- (g) Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- (h) Contractor shall designate in writing to PWC 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.

Section 7.12 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, and shall, act to prevent threatened damage, injury, or loss. Contractor shall give PWC 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 any emergency. If PWC 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.

Section 7.13 Shop Drawings, Samples, and Other Submittals

- (a) Contractor shall timely submit Shop Drawings and Samples required by the Contract Documents to Project Engineer for review and approval in accordance with applicable specifications.
- (b) Before submitting a Shop Drawing or Sample, Contractor shall have
 - (i) reviewed the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

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- (ii) verified all measurements, quantities, dimensions, performance and design criteria, installation requirements, materials, catalog numbers, and similar information;
 - (iii) verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - (iv) verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- (c) With each submittal, Contractor shall give Project Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to PWC for review and approval of each such variation.
- (d) Where a Shop Drawing or Sample is required by the Contract Documents, any related Work performed prior to Project Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- (e) Project Engineer will provide timely review of any required Shop Drawings and Samples. Such review, and subsequent determination of approval, will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- (f) Project Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- (g) Project Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- (h) Project Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall not result in such item becoming a Contract Document.
- (i) Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples.
- (j) Resubmittal Procedures:
- (i) Contractor shall make corrections required by Project Engineer and shall return the required number of corrected copies of Shop Drawings and submit new Samples as required for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by PWC or Project Engineer on previous submittals.
 - (ii) Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three (3) submittals. If PWC has

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engaged a Design Engineer for the Project, Design Engineer will record Design Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Design Engineer's charges to PWC for such time. PWC may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

- (iii) If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Design Engineer's charges to PWC for its review time, and PWC may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

Section 7.14 Contractor's General Warranty and Guarantee

- (a) In order to induce PWC to enter into an Agreement with Contractor for the Project, Contractor warrants and guarantees to PWC that:
 - (i) 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 the Agreement in accordance with the terms and conditions of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against it in accordance with its terms.
 - (ii) Contractor has read the Contract Documents, and acknowledges and understands all data, materials, specifications, and requirements identified in the Contract Documents.
 - (iii) 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.
 - (iv) Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance to complete the Project.
 - (v) 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.
 - (vi) 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.
 - (vii) Based on the information and observations referred to in subsection "(v)" 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 Contract Price and in accordance with the other terms and conditions of the Contract Documents.
 - (viii) 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.
 - (ix) Contractor has given PWC written notice of all conflicts, errors, ambiguities, or

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- discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by PWC is acceptable to Contractor.
- (x) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - (xi) 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.
 - (xii) 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.
- (b) Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will 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:
- (i) observations by Project Engineer;
 - (ii) recommendation by Project Engineer or payment by PWC of any progress or final payment;
 - (iii) the issuance of a certificate of Substantial Completion by Project Engineer or any payment related thereto by PWC;
 - (iv) use or occupancy of the Work or any part thereof by PWC;
 - (v) any review and approval of a Shop Drawing or Sample submittal;
 - (vi) the issuance of a notice of acceptability by Project Engineer;
 - (vii) any inspection, test, or approval by others; or
 - (viii) any correction of defective Work by PWC.
- (c) If the Contract Documents requires the Contractor to accept the assignment of a contract entered into by PWC, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to PWC for the Work described in the assigned contract.

Section 7.15 Indemnification

- (a) 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.
- (b) Contractor's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of the Agreement.
- (c) In any and all claims against the Indemnitees 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, Contractor's 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts,

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disability benefit acts, or other employee benefit acts.

Section 7.16 Claims Procedure

- (a) PWC shall notify the Contractor of all potential claims related to the Work within seven (7) calendar days of receiving notification or having knowledge of such potential claim. Should the Contractor receive a potential claim related to the Work, the Contractor shall notify PWC within seven (7) calendar days of receiving notification. The Contractor shall provide the claimant and PWC with a written response acknowledging receipt of the claim within seven (7) calendar days.
- (b) If the Contractor meets with the Claimant about the claim, a representative designated by PWC shall be present at all times. PWC shall maintain a record of any claim received, and the steps taken to resolve. PWC shall also concurrently investigate each case. The Contractor agrees to furnish PWC any information regarding the claim, the actions which led to the claim and/or the investigation of the claim. Contractor shall provide their proposed response to PWC within thirty (30) calendar days of receiving the claim. Upon receipt of the response PWC and the Contractor will discuss and reach a mutual agreement of the response necessary to send to the Claimant within fifteen (15) calendar days. Once the agreement is made the Contractor shall make a formal written resolution to the claimant.
- (c) Failure to act in good faith or respond to a claim in the timelines established by the Contract Documents will constitute a lack of response by the Contractor, therefore validating the claim. PWC 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 PWC, result in breach of contract.
- (d) The Contractor is aware of these claims procedures and understands that it is the PWC'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 Contract Documents and allowed within the applicable statute of limitations.

Section 7.17 Delegation of Professional Design Services

- (a) Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- (b) If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, PWC will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to PWC.

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- (c) PWC shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided PWC has specified to Contractor all performance and design criteria that such services must satisfy.
- (d) Pursuant to this Section, PWC's, or its designee's, review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. PWC specifically retains final approval of such submittals.
- (e) Contractor shall not be responsible for the adequacy of the performance or design criteria specified by PWC.

Article VIII. PWC's Responsibilities

- (a) In awarding the bid to Contractor and executing the applicable Agreement, PWC acknowledges the following responsibilities:
 - (i) Except as otherwise provided in these General Conditions, PWC shall issue all communications directly to Contractor or its designee.
 - (ii) PWC may at its discretion replace Design Engineer and Project Engineer. The replacement Design Engineer or Project Engineer's status under the Contract Documents shall be that of the former Design Engineer or Project Engineer.
 - (iii) PWC shall promptly furnish the data required of PWC under the Contract Documents.
 - (iv) PWC shall make payments to Contractor when they are due as provided in the Contract Documents.
 - (v) PWC 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. PWC will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
 - (vi) Upon request of Contractor, PWC shall furnish to Contractor reasonable evidence that financial arrangements have been made to satisfy PWC's obligations under the Contract Documents (including obligations under proposed changes in the Work).
 - (vii) While at the Site, PWC's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which PWC has been informed.
 - (viii) PWC shall furnish copies of any applicable PWC safety program(s) to Contractor, which Contractor shall review and implement.

Article IX. Amending the Contract Documents; Changes in the Work

Section 9.01 Amending and Supplementing Contract Documents

- (a) The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - (i) Change Orders: If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement

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must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- (ii) **Work Change Directives:** A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 9.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. PWC must submit any dispute or request seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
- (iii) **Field Orders:** Project Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on PWC and on Contractor, which shall perform promptly the Work involved. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

Section 9.02 PWC-Authorized Changes in the Work

- (a) Without invalidating the Agreement and without notice to any surety, PWC may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Design Engineer's recommendation when applicable and to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work as revised. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

Section 9.03 Unauthorized Changes in the Work

- (a) Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented.

Section 9.04 Change of Contract Price

- (a) The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of these General Conditions.
- (b) An adjustment in the Contract Price will be determined as follows:

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- (i) where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved; or
 - (ii) where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit as agreed to in writing by the Parties); or
 - (iii) where the Work involved is not covered by unit prices contained in the Contract Documents and the Parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work plus a reasonable Contractor's fee for overhead and profit.
- (c) Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
- (i) a mutually acceptable fixed fee; or
 - (ii) if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - 1) for unit prices, the Contractor's fee shall be fifteen percent (15%);
 - 2) for all other costs incurred, the Contractor's fee shall be five percent (5%);
 - 3) the amount of credit to be allowed by Contractor to PWC for any change that results in a net decrease in the Contract Price will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - 4) when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change.

Section 9.05 Change of Contract Times

- (a) The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 9.06.
- (b) An adjustment of the Contract Times shall be subject to the limitations set forth in these Contract Document as it concerns delays in Contractor's progress.

Section 9.06 Change Proposals

- (a) Contractor shall submit a Change Proposal to PWC to request an adjustment in the Contract Times and/or Contract Price. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - (i) Procedures: Contractor shall submit each Change Proposal to PWC promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to PWC within 15 calendar days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.
 - (ii) PWC Action: PWC will review each Change Proposal and, within 30 calendar days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole,

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approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing to Contractor. If PWC does not take action on the Change Proposal within 30 calendar days, then the Change Proposal is deemed denied, thereby commencing the time for appeal under these General Conditions.

- (iii) Binding Decision: PWC's decision will be final and binding unless Contractor appeals the decision.

Section 9.07 Execution of Change Orders

(a) PWC and Contractor shall execute appropriate Change Orders covering:

- (i) changes in the Contract Price or Contract Times that are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;
- (ii) changes in Contract Price resulting from a PWC set-off, unless Contractor has duly contested such set-off;
- (iii) changes in the Work which are: (a) ordered by PWC, (b) required because of PWC's acceptance of defective Work or PWC's correction of defective Work, or (c) agreed to by the parties, subject to the need for Design Engineer's recommendation if the change in the Work involves the design (as set forth in the Contract Documents), or other engineering or technical matters; and
- (iv) changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results.

(b) If PWC or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Section, it shall be deemed to be of full force and effect as if fully executed.

Section 9.08 Notification to Surety

- (a) If the provisions of any bond require notice to be given to a surety 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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

Article X. Tests, Inspections, and Approvals; Correction, Removal, or Acceptance of Defective Work

Section 10.01 Access to Work

- (a) PWC, Design Engineer, their consultants and other representatives and personnel of PWC, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

Section 10.02 Tests, Inspections, and Approvals

- (a) Contractor shall give Project Engineer timely notice of readiness of the Work (or specific

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parts thereof) for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- (b) PWC shall retain and pay for the initial services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by PWC, except those costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 10.05.
- (c) If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the required certificates of inspection or approval to PWC.
- (d) Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - (i) by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to PWC;
 - (ii) to attain PWC's and Design Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - (iii) by manufacturers of equipment furnished under the Contract Documents;
 - (iv) for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - (v) for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to PWC, as confirmed in writing by Project Engineer to Contractor.

- (e) If the Contract Documents require the Work (or part thereof) to be approved by PWC or its designee, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- (f) If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Engineer, Contractor shall, if requested by Project Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given PWC timely notice of Contractor's intention to cover the same and PWC had not acted with reasonable promptness in response to such notice.

Section 10.03 Defective Work

- (a) It is Contractor's obligation to assure that the Work is not defective.
- (b) PWC or its designee has the authority to determine whether Work is defective, and to reject defective Work.
- (c) Prompt notice of all defective Work of which PWC has actual knowledge will be given to Contractor.

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- (d) Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if PWC has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- (e) When correcting defective Work, Contractor shall take no action that would void or otherwise impair PWC's special warranty and guarantee, if any, on said Work.
- (f) In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against PWC by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if PWC and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then PWC may impose a reasonable set-off against payments due.

Section 10.04 Acceptance of Defective Work

- (a) If, instead of requiring correction or removal and replacement of defective Work, PWC prefers to accept it, PWC may do so (subject, if such acceptance occurs prior to final payment, to Design Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety).
- (b) Contractor shall pay all claims, costs, losses, and damages attributable to PWC's evaluation of and determination to accept such defective Work (such costs to be approved by PWC as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order.
- (c) If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then PWC may impose a reasonable set-off against payments due. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to PWC.

Section 10.05 Uncovering Work

- (a) PWC has discretion to require, at its initial cost, additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- (b) If any Work is covered contrary to the written request of PWC, then Contractor shall, if requested by PWC or its designee, uncover such Work for observation, and then replace the covering, all at Contractor's expense.
- (c) If PWC considers it necessary or advisable that covered Work be observed by PWC or inspected or tested by others, then Contractor, at PWC's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as PWC may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

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- (i) If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, 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 pending Contractor's full discharge of this responsibility PWC shall be entitled to impose a reasonable set-off against payments due.
- (ii) If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 calendar days of the determination that the Work is not defective.

Section 10.06 PWC May Stop the Work

- (a) If the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then PWC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of PWC to stop the Work shall not give rise to any duty on the part of PWC to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Section 10.07 PWC May Correct Defective Work

- (a) If Contractor fails within the time specified by PWC in a written notice from PWC to correct defective Work, or to remove and replace rejected Work as required by PWC, 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, then PWC may, after seven (7) calendar days written notice to Contractor, correct or remedy any such deficiency.
- (b) In exercising the rights and remedies under this Section, PWC shall proceed expeditiously. In connection with such corrective or remedial action, PWC 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 stored at the Site or for which PWC has paid Contractor but which are stored elsewhere. Contractor shall allow PWC and its officers, employees, representatives, agents and other contractors, and Design Engineer and its employees and agents access to the Site to enable PWC to exercise the rights and remedies under this Section.
- (c) All claims, costs, losses, and damages incurred or sustained by PWC in exercising the rights and remedies under this Section will be charged against Contractor as set-offs against payments due. Such claims, costs, losses and damages will 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 Times because of any delay in the performance of the Work attributable to the exercise by PWC of PWC's rights and remedies under this Section.

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Article XI. Claims

Section 11.01 Claims Process

- (a) The following disputes between PWC and Contractor shall be submitted to the Claims process set forth in this Article:
 - (i) Appeals by PWC or Contractor of Design Engineer's decisions regarding Change Proposals;
 - (ii) PWC or Contractor's demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - (iii) Disputes that Design Engineer has been unable to address because they do not involve the design (as set forth in the Contract Documents), the acceptability of the Work, or other engineering or technical matters.

Section 11.02 Submittal of Claim

- (a) The party submitting a claim shall deliver it directly to the other party to the Agreement promptly (but in no event later than 30 calendar days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 calendar days of the decision under appeal. The responsibility to substantiate a claim shall rest with the party making the claim. In the case of a claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

Section 11.03 Review and Resolution

- (a) The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party.

Section 11.04 Dispute Resolution

- (a) 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, Design Engineer, 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) calendar 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) calendar 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

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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 Design Engineer, 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.

Article XII. Payments to Contractor; Set-Offs; Completion; Correction Period

Section 12.01 Progress Payments

- (a) The Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Project Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period. Progress payments for cost-based Work will be based on the Cost of the Work completed by the Contractor during the pay period.
- (b) Applications for Payments:
 - (i) Contractor shall submit to Project Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that PWC has received the materials and equipment free and clear, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect PWC's interest.
 - (ii) Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - (iii) The amount of retainage for progress payments will be as stipulated in the Contract Documents.
- (c) Review of Applications:
 - (i) Project Engineer will, within ten (10) Business Days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of

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payment and present the Application to PWC, or return the Application to Contractor indicating in writing Project Engineer's reason(s) for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

- (ii) Project Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Engineer to PWC, based on Project Engineer's observations of the executed Work, and on Project Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Project Engineer's knowledge, information, and belief:
 - 1) the Work has progressed to the point indicated;
 - 2) 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 Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work, and any other qualifications stated in the recommendation); and
 - 3) the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Project Engineer's responsibility to observe the Work.
- (iii) By recommending any such payment Project Engineer will not thereby be deemed to have represented that:
 - 1) inspections made to check the quality 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
 - 2) there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by PWC or entitle PWC to withhold payment to Contractor.
- (iv) 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:
 - 1) to supervise, direct, or control the Work, or
 - 2) for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - 3) for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - 4) to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price.
- (v) 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 PWC outlined in this Section.
- (d) Project Engineer will recommend reductions in payment (set-offs) necessary in Project Engineer's opinion to protect PWC from loss because:
 - (i) the Work is defective, requiring correction or replacement;
 - (ii) the Contract Price has been reduced by Change Orders;
 - (iii) PWC has been required to correct defective Work or has accepted defective Work in

General Conditions

- accordance with these General Conditions;
- (iv) PWC has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - (v) Project Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- (e) Payment Becomes Due:
- (i) Twenty (20) Business Days after presentation of the Application for Payment to PWC with Project Engineer's recommendation, the amount recommended (subject to any PWC set offs) will become due, and when due will be paid by PWC to Contractor.
- (f) Reductions in Payment by PWC:
- (i) In addition to any reductions in payment (set-offs) recommended by Project Engineer, PWC is entitled to impose a set-off against payment based on any of the following:
 - 1) PWC has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - 2) Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - 3) Contractor has failed to provide and maintain required bonds or insurance;
 - 4) PWC has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - 5) PWC has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - 6) the Work is defective, requiring correction or replacement;
 - 7) PWC has been required to correct defective Work or has accepted defective Work in accordance with the Contract Documents;
 - 8) the Contract Price has been reduced by Change Orders;
 - 9) an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - 10) liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Completion of the Project; or
 - 11) there are other items entitling PWC to a set off against the amount recommended.
 - (ii) If PWC imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Project Engineer, PWC will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. PWC shall promptly pay Contractor the amount so withheld, or any adjustment agreed to by PWC and Contractor if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 - (iii) Upon a subsequent determination that PWC's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due and subject to interest as provided in the Contract Documents.

General Conditions

Section 12.02 Substantial Completion

- (a) When Contractor considers the entire Work ready for its intended use Contractor shall notify PWC and Design Engineer in writing that the entire Work is substantially complete and request that PWC acknowledge in writing that Contractor has met Substantial Completion.
- (b) Promptly after Contractor's notification, PWC, Contractor, and Design Engineer shall make an inspection of the Work to determine the status of completion. If PWC does not consider the Work substantially complete, PWC will notify Contractor in writing giving the reasons therefor. PWC shall thereafter submit to Contractor an initial draft of punch list items to be completed or corrected before final payment.
- (c) If Design Engineer considers the Work substantially complete, Design Engineer will deliver to PWC a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Design Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. PWC shall have seven (7) Business Days after receipt of the preliminary certificate to make written objection to Design Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, PWC concludes that the Work is not substantially complete, PWC will, within fourteen (14) calendar days after submission of the preliminary certificate to PWC, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.
- (d) At the time of receipt of the preliminary certificate of Substantial Completion, PWC and Contractor will confer regarding PWC's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by PWC. Unless PWC and Contractor agree otherwise in writing, PWC shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon PWC use or occupancy of the Work.
- (e) After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment and shall complete such items within the time specified by PWC. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- (f) PWC shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

Section 12.03 Partial Use or Occupancy

- (a) Prior to Substantial Completion of all the Work, PWC may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which PWC, Design Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by PWC for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

General Conditions

- (i) At any time PWC may request in writing that Contractor permit PWC to use or occupy any such part of the Work that PWC believes to be substantially complete.
- (ii) At any time Contractor may notify PWC and Design Engineer in writing that Contractor considers any such part of the Work substantially complete and request Design Engineer to issue a certificate of Substantial Completion for that part of the Work.
- (iii) Within a reasonable time after either such request, PWC, Contractor, and Design Engineer shall make an inspection of that part of the Work to determine its status of completion. If Design Engineer does not consider that part of the Work to be substantially complete, Design Engineer will notify PWC and Contractor in writing giving the reasons therefor.
- (iv) No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements regarding builder's risk or other property insurance.

Section 12.04 Final Inspection

- (a) Upon written notice from Contractor that Completion of the Project has been achieved or an agreed portion thereof is complete, PWC will promptly make a final inspection with Project Engineer, Design Engineer, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Section 12.05 Final Payment

- (a) Application for Payment:
 - (i) After Contractor has, in the opinion of PWC, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents, Contractor may make application for final payment.
 - (ii) The final Application for Payment shall be accompanied (except as previously delivered) by:
 - 1) all documentation called for in the Contract Documents;
 - 2) consent of the surety, if any, to final payment;
 - 3) satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to PWC free and clear or will so pass upon final payment;
 - 4) a list of all disputes that Contractor believes are unsettled; and
 - 5) complete and legally effective releases or waivers (satisfactory to PWC) required by the Contract Documents.
 - (iii) If Design Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Design Engineer will, within ten (10) Business Days after receipt of the final Application for Payment, indicate in writing Design Engineer's recommendation of final payment and present the Application for Payment to PWC for payment. Such recommendation shall account for any set-offs against payment that are necessary in Design Engineer's opinion to protect PWC from loss for the reasons stated above with respect to progress payments. At the same time Design Engineer will also give written notice to PWC and Contractor that the Work is acceptable and that

General Conditions

Completion of the Project has been achieved. Otherwise, Design 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.

- (iv) Within thirty (30) calendar days after the presentation to PWC of the final Application for Payment and accompanying documentation, the amount recommended by Design Engineer (less any further sum PWC is entitled to set off against Design Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by PWC to Contractor.

Section 12.06 Waiver of Claims

- (a) The making of final payment will not constitute a waiver by PWC of claims or rights against Contractor. PWC expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from Contractor's indemnification obligations, or from Contractor's continuing obligations under the Contract Documents.
- (b) The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against PWC other than those pending matters that have been duly submitted or appealed under the provisions of the Contract Documents.

Section 12.07 Correction Period

- (a) If within one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to PWC and in accordance with PWC's written instructions:
 - (i) correct the defective repairs to the Site or such other adjacent areas;
 - (ii) correct such defective Work;
 - (iii) if the defective Work has been rejected by PWC, remove it from the Project and replace it with Work that is not defective, and
 - (iv) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- (b) If Contractor does not promptly comply with the terms of PWC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, PWC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. 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 repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- (c) In special circumstances where a particular item of equipment is placed in continuous

General Conditions

service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date only as provided in the Contract Documents.

- (d) Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Article XII, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- (e) Contractor's obligations under this Article XII are in addition to all other obligations and warranties. The provisions of this Article XII shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

Article XIII. Suspension of Work and Termination

Section 13.01 PWC May Suspend Work

- (a) At any time and without cause, PWC may suspend the Work or any portion thereof for a period of not more than 90 consecutive calendar days by written notice to Contractor and Design Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than thirty (30) calendar days after the date fixed for resumption of Work.

Section 13.02 PWC May Terminate for Cause

- (a) The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - (i) Contractor's continued failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - (ii) Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - (iii) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - (iv) Contractor's repeated disregard of the authority of PWC, Project Engineer, or Design Engineer.
- (b) If one or more of the events identified in Paragraph 13.02(a) occurs, then after giving Contractor (and any surety) ten (10) calendar days written notice that PWC is considering a declaration that Contractor is in default and termination of the Agreement, PWC may proceed to:
 - (i) declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - (ii) enforce the rights available to PWC under any applicable performance bond.
- (c) Subject to the terms and operation of any applicable performance bond, if PWC has terminated the Contract for cause, PWC may 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 PWC has paid Contractor but which are stored elsewhere, and complete the Work as PWC may deem expedient.

General Conditions

- (d) PWC may not proceed with termination of the Contract under Paragraph 13.02(b) if Contractor within seven (7) calendar days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure and such efforts are agreed to by PWC.
- (e) If PWC proceeds as provided in Paragraph 13.02(b), Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by PWC, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to PWC. Such claims, costs, losses, and damages incurred by PWC will be reviewed by PWC as to their reasonableness and, when so approved by PWC, incorporated in a Change Order.
- (f) Where Contractor's services have been so terminated by PWC, the termination will not affect any rights or remedies of PWC against Contractor then existing or which may thereafter accrue, or any rights or remedies of PWC against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by PWC will not release Contractor from liability.
- (g) The provisions of any applicable payment or performance bond shall govern over any inconsistent provisions of this Section.

Section 13.03 PWC May Terminate For Convenience

- (a) Upon seven (7) calendar days written notice to Contractor, PWC may, without cause and without prejudice to any other right or remedy of PWC, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - (i) 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;
 - (ii) 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; and
 - (iii) other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- (b) Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

Section 13.04 Contractor May Stop Work or Terminate

- (a) If, through no act or fault of Contractor, (1) the Work is suspended for more than ninety (90) consecutive calendar days by PWC or under an order of court or other public authority or (2) PWC fails for sixty (60) calendar days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) calendar days written notice to PWC, and provided PWC does not remedy such suspension or failure within that time, terminate the Contract and recover from PWC payment on the same terms as provided in this Article.

General Conditions

- (b) In lieu of terminating the Contract and without prejudice to any other right or remedy, if PWC 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 PWC, 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 submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

Section 13.05 Morality

- (a) If, in the sole opinion of PWC, at any time Contractor or any of its owner(s) or employee(s) or agent(s) (each party, owner, employee, and agent is an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by PWC or are scandalous or inconsistent with community standards or good citizenship or may adversely affect PWC's finances, public standing, image, or reputation or are embarrassing or offensive to PWC or may reflect unfavorably on PWC or are derogatory or offensive to one or more employee(s) or customer(s) of PWC, PWC may immediately upon written notice to Contractor terminate the Agreement, in addition to any other rights and remedies that PWC may have pursuant to the Contract Documents or at law or in equity.

Article XIV. Miscellaneous

Section 14.01 Additional General Terms and Conditions

- (a) Contractor shall be subject to any additional terms and conditions for this Project as set forth in the applicable Appendices as specific in the Agreement, which is incorporated by reference as if set forth word-for-word herein.

Section 14.02 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:
 - (i) delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
 - (ii) delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
 - (iii) sent to PWC or Contractor's designee(s) via email, with a confirmation of receipt.

Section 14.03 Computation of Times

- (a) When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Section 14.04 Cumulative Remedies

General Conditions

- (a) The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties 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. 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.

Section 14.05 Limitation of Damages

- (a) With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither PWC nor Design Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

Section 14.06 No Waiver

- (a) A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or any other provision of the Contract Documents.

Section 14.07 Survival of Obligations

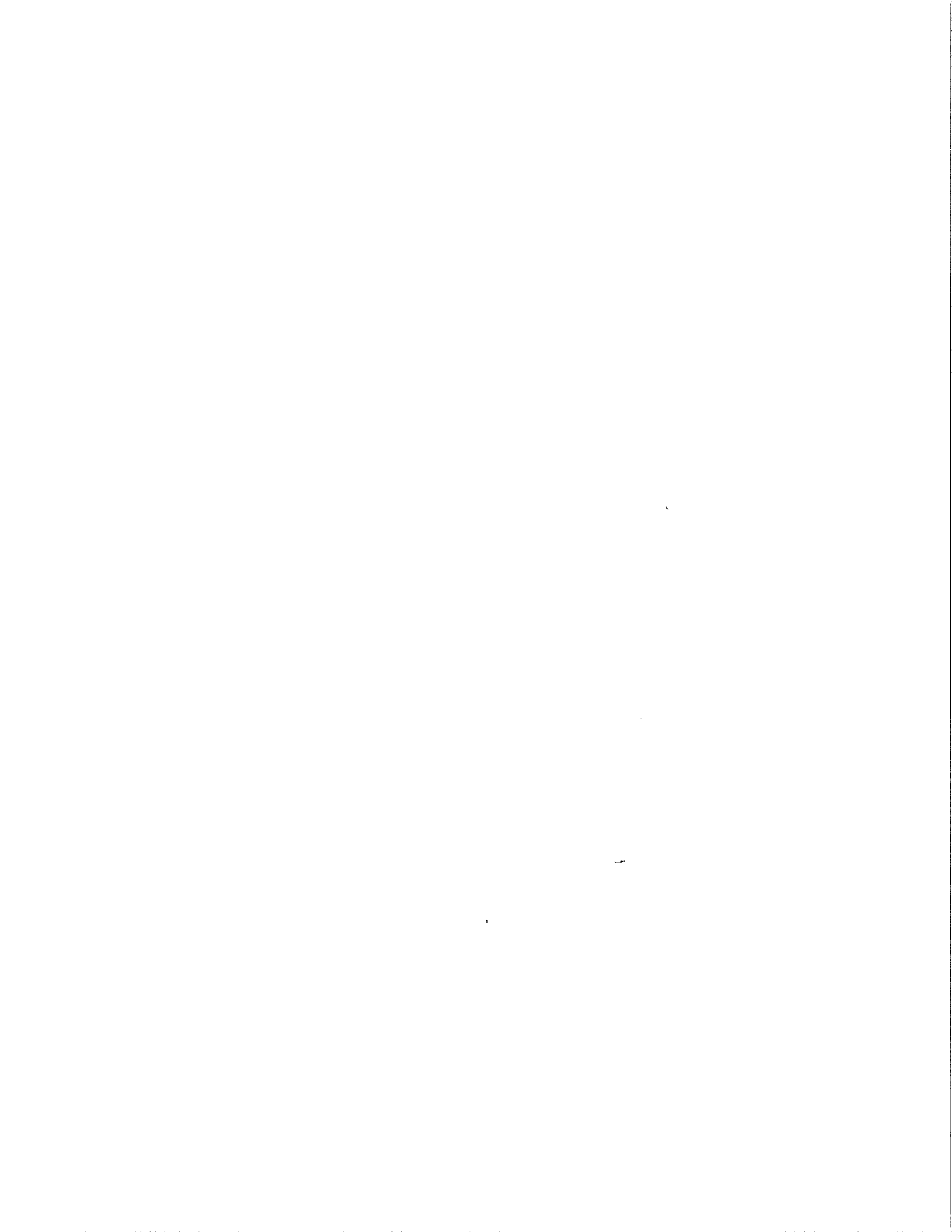
- (a) All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination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

Section 14.08 Controlling Law

- (a) The Agreement shall be governed by the law of the State of North Carolina.

Section 14.09 Headings

- (a) Article and paragraph headings, numbers, and letters are inserted for convenience only and do not constitute parts of these General Conditions.



**DIVISION 1
GENERAL REQUIREMENTS**

PERFORMANCE BOND

Date of Execution: _____

Name of Principal: _____
(Contractor)

Name of Surety: _____

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

Amount of Bond: _____

**PROJECT: FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION
AREA 26 – CLIFFDALE WEST**

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

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

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

IN WITNESS WHEREOF, the above 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 _____ counterparts.

Witness:

(Proprietorship of Partnership)

By:

Title:

(Corporate Secretary or
Assistant Secretary, Only)

CONTRACTOR:

(Trade or Corporate Name)

By:

Title:

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

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

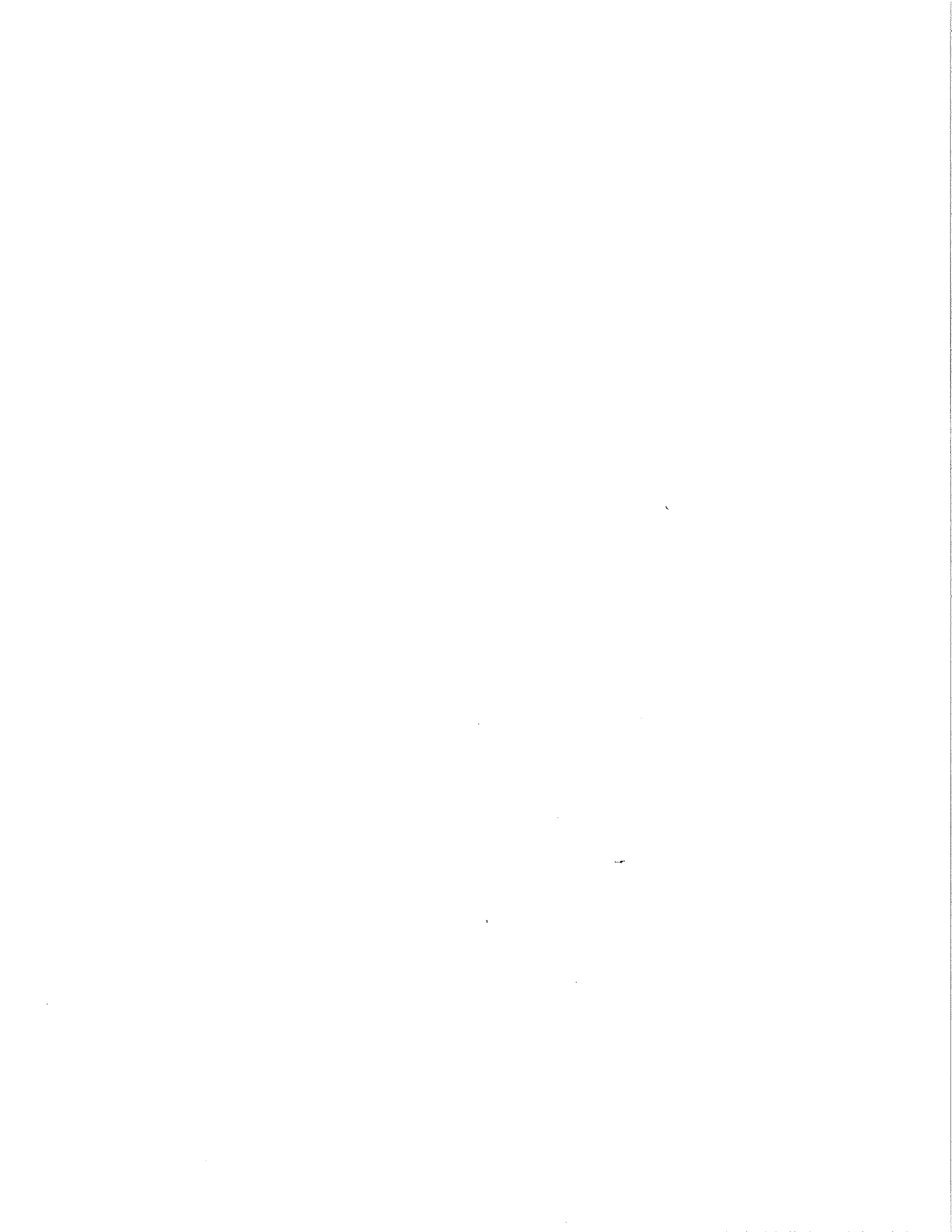
SURETY COMPANY:

(Surety Company Name)

By:

Title:

(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, Fayetteville, N.C.

Amount of Bond: _____

PROJECT: FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26-CLIFFDALE WEST

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 presents.

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

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

IN WITNESS WHEREOF, the above 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 _____ counterparts.

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:

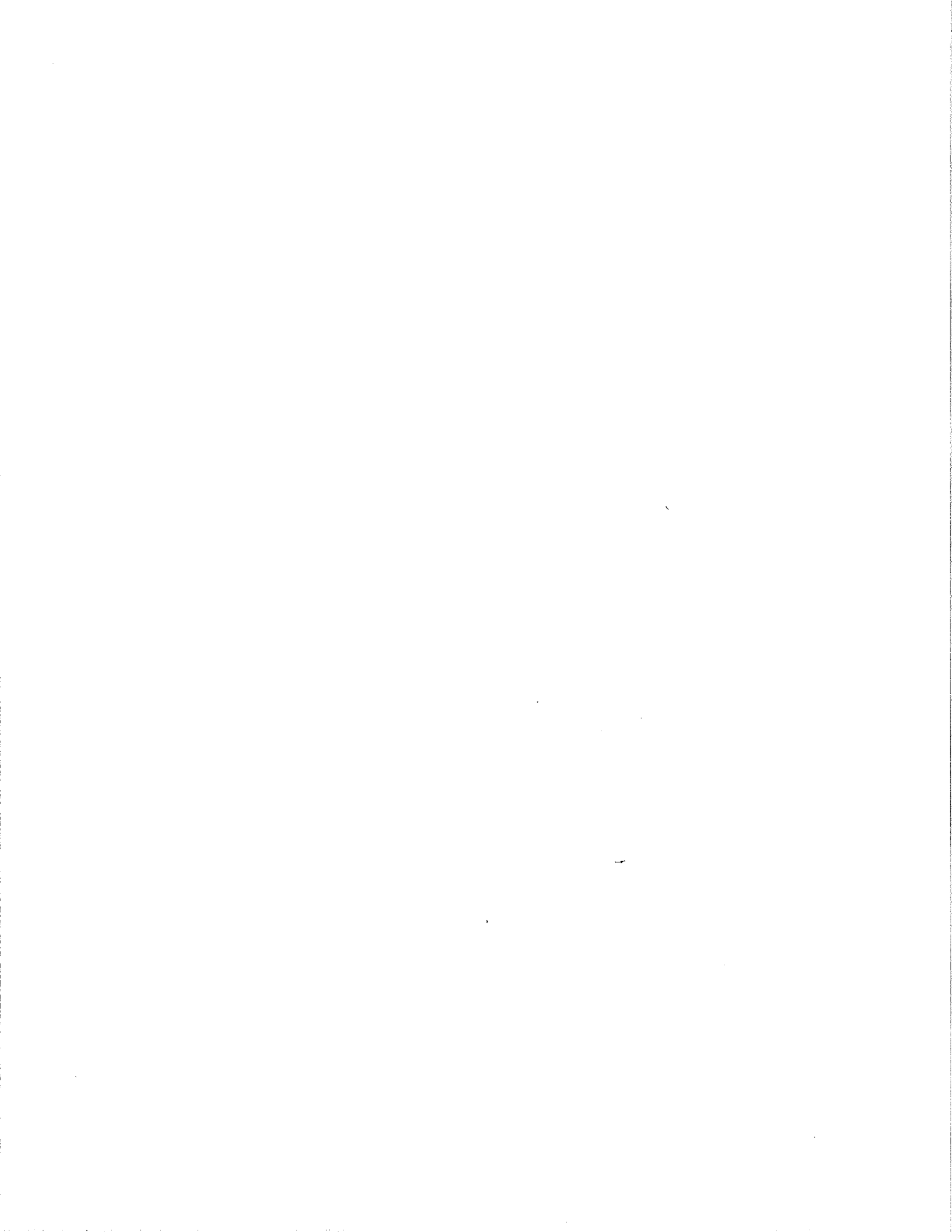
Title:

(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: FAYETTEVILLE ANNEXATION PHASE V, PROJECT XII, CONSTRUCTION AREA 26 – CLIFFDALE WEST

You are hereby notified to commence work in accordance with the Contract dated _____, 2023, on or before _____, 2023, and you are to complete the WORK within the contract period thereafter. The date of final completion therefore is _____.

FAYETTEVILLE PUBLIC WORKS COMMISSION

BY: _____

Candice Kirtz

Director of Supply Chain

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

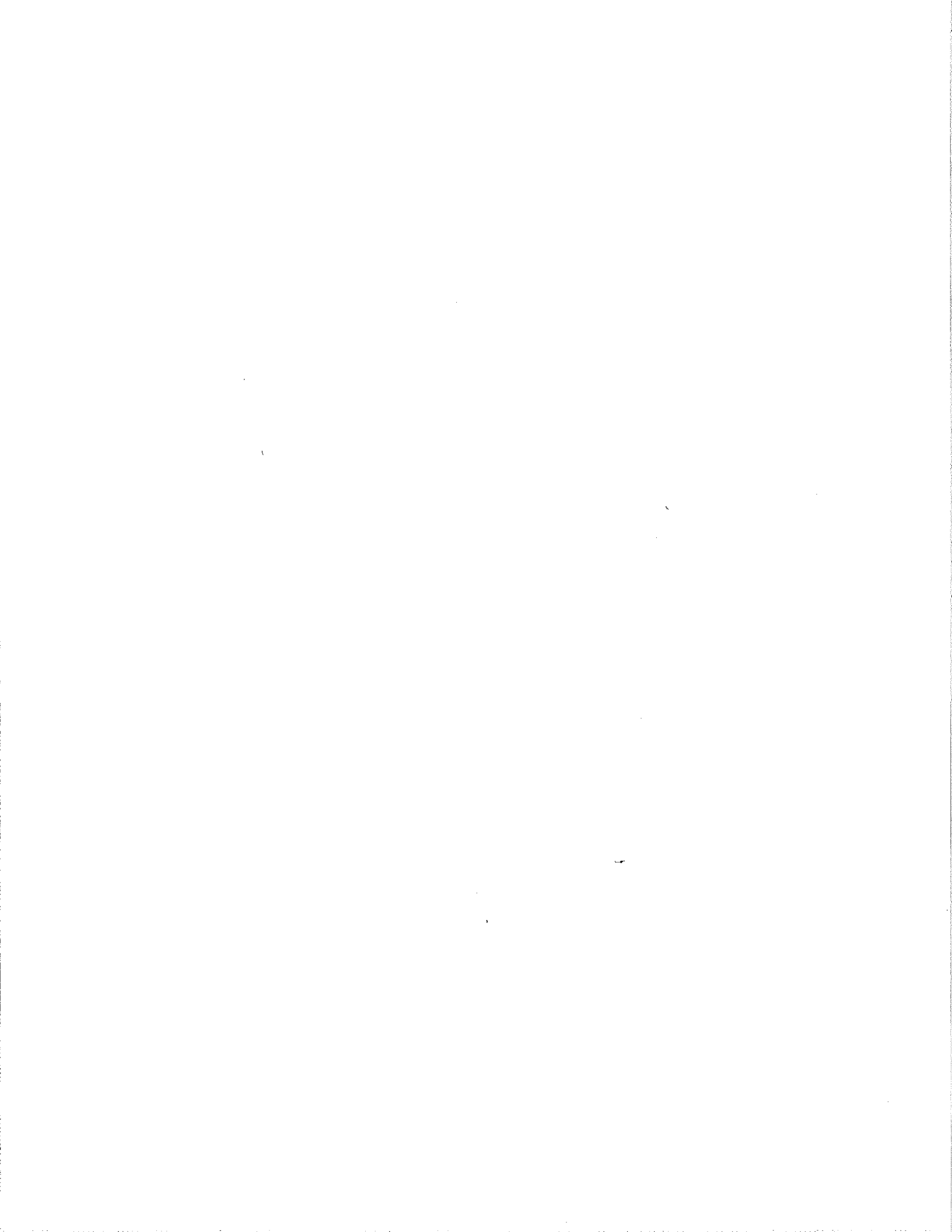
is hereby acknowledged this the _____ day of _____, 2023.

(CONTRACTOR)

BY: _____

TITLE: _____

- END OF SECTION -



SECTION C - ADMINISTRATIVE PROVISIONS

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DIVISION I GENERAL REQUIREMENTS

01000 – SPECIAL PROVISIONS

PART 1.

1.01 PURPOSE

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

1.02 CUSTOMER SERVICE

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

1.03 REPLACEMENT OF FENCING

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

1.04 PRECONSTRUCTION VIDEO

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

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

1.05 PROJECT SIGN

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

1.06 WORKING DAYS, EMERGENCIES, PUBLIC ACCESS, AND MEETINGS

A. WORKING DAYS & HOURS

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

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

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

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

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

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

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

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

B. EMERGENCY RESPONSE

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

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

C. OFFICE FACILITIES

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

D. CONSTRUCTION MEETINGS

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

1.07 PUBLIC CONVENIENCE

A. CONTRACTOR'S DUTY AND OBLIGATION TO THE PUBLIC

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

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

B. PUBLIC SAFETY

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

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

C. JOBSITE REQUIREMENTS

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

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

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

D. INTERMEDIATE COMPLETION

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

PART 2.

CONSTRUCTION REQUIREMENTS

2.01 EROSION AND SEDIMENT CONTROL

A. EROSION AND SEDIMENT CONTROL PLAN

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

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

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

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

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

2.02 SITE WORK

A. SITE LAYOUT AND STAKING

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

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

2.03 UTILITIES

A. OWNERSHIP OF EXISTING UTILITIES

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

B. CONSTRUCTION AROUND UTILITY POLES AND GUY WIRES

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

C. UTILITY COORDINATION

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

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

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

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

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

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

D. PROTECTION OF EXISTING UTILITIES

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

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

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

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

E. SPILL RESPONSE

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

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

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

F. DAMAGE TO EXISTING UTILITIES

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

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

G. CROSSING OF ASBESTOS-CEMENT WATER MAINS

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

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

H. CROSSING EXISTING OR PROPOSED UTILITIES

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

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

No separate payment shall be made for this work.

I. REPLACEMENT OF PWC WATER SERVICES

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

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

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

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

J. REPLACEMENT OF WATER SERVICES (AQUA)

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

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

K. SEWER AND WATER LATERALS

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

L. FIRE HYDRANTS

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

2.04 TESTING

A. PRE-TESTING

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

B. TESTING

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

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

C. COMPACTION REQUIREMENTS

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

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

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

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

The following outlines the requirements for compaction testing:

SEWER MAIN

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

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

SEWER LATERALS

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

WATER MAIN

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

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

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

WATER LATERALS

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

STORM DRAINAGE

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

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

DEEP CUT COMPACTION TESTING (OPTIONAL)

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

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

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

ASPHALT COMPACTION REQUIREMENTS

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

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

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

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

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

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

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

2.05 CONSTRUCTION REQUIREMENTS

A. ASPHALT

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

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

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

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

The Contractor shall install pavement patch in accordance with the applicable detail. The street crown shall be restored. The pavement patch shall match existing pavement within +/- one - quarter (1/4) inch. For NCDOT roadways, all pavement patching shall be in accordance with the approved encroachment.

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

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

B. COORDINATION OF WORK

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

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

C. CONSTRUCTION FACILITIES

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

D. BULK WATER USAGE

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

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

E. CLEANLINESS DURING CONSTRUCTION

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

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

F. DUST CONTROL

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

yards. Should the Contractor fail to provide adequate dust control, the Owner reserves the right to stop work and/or refuse to process the Contractor's pay applications until the Contractor installs adequate dust control measures. No separate payment will be made for the control of dust.

G. MAINTENANCE STONE

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

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

H. STAGING AREAS

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

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

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

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

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

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

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

I. TRUCK ROUTE PERMIT

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

J. COLLATERAL DAMAGE

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

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

K. RIGHTS-OF-WAY AND/OR EASEMENTS

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

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

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

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

L. NCDOT RIGHT-OF-WAY

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

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

M. WASTE DISPOSAL

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

N. EXCESS SUITABLE MATERIAL

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

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

O. RESPONSIBILITY FOR MATERIAL

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

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

P. WATER OUTAGES

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

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

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

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

Q. DISPOSITION OF SURPLUS PROPERTY

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

R. CHEMICAL USES

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

S. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

2.06 PAYMENTS AND FINAL COMPLETION

A. STORED MATERIALS

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

B. PAY ESTIMATES/PAY APPLICATIONS

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

C. PAYMENTS WITHHELD

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

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

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

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

D. CHANGE ORDERS

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

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

E. EXTENSION OF CONTRACT TIME

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

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

Time can only be extended for the following:

- Change in Work Delays

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

- Weather Delays

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

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

F. WEIGH/QUANTITY TICKETS

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

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

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

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

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

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

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

G. WATER AND SEWER MAIN

PREPARATION OF SYSTEMS FOR OPERATION

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

Sewer Work:

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

Water Work:

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

NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

I. FINAL COMPLETION DOCUMENTATION

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

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

DIVISION 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 and drawings; bid prices shall include all items of work required to furnish and/or install each in accordance with the Project requirements, whether specifically stated or itemized in the Measure and Payment description.

Certain items of work listed hereinafter may not be required on this project, and shall be denoted as not applicable.

Certain bid items have been designated to conform to maximum payment widths and/or lengths and no additional payment therefore will be allowed unless otherwise approved by the Owner. These designated items will be as identified in the Bid Form, Technical Specifications and as may be indicated on the Contract Drawings. The designation of these items of work shall be noted as "No Overage Allowed" or "NOA". Prospective bidders shall be responsible for verifying that the actual quantities of work are listed in the Bid Form prior to submitting bids, and include all costs (regardless whether the Bid quantities are over or under the quantities indicated on the plans) in the unit price bid.

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

G-1 MOBILIZATION AND DEMOBILIZATION

The lump sum prices shown under each PART of the Bid Form are based on a percentage of the Design Engineer's estimate of probable cost. Payment under this item shall include all costs of mobilization, demobilization, bonds and insurance and other related costs.

Fifty percent (50%) of the mobilization items will be paid under the first payment application submitted and the balance under the second payment application submitted.

G-2 TRAFFIC CONTROL & TRAFFIC PLAN

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

B. Payment under the lump sum prices bid for each part shall be made on a monthly basis based on actual estimated percentage of work completed and maintained as determined by the Project Coordinator or Project Engineer. In no case shall the monthly payment exceed ten (10) percent of the lump sum prices bid without approval by the Project Engineer.

C. Prospective bidders are advised that failure to provide and maintain adequate traffic control devices and/or signage may result in the Project Engineer's refusal to make payment until corrective measures are in place.

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

G-3 EROSION AND SEDIMENTATION CONTROL

A. The lump sum prices bid under the applicable PARTs in the Bid Form bid for erosion and sedimentation control shall include all costs for furnishing, erecting, maintaining and removing silt fence, temporary sedimentation control devices, rip-rap, rock check dams, temporary seeding, gravel construction entrances, filter fabric, integral straw, culled wood matting, inlet protection and any other erosion control devices shown or as may be required by the appropriate regulatory agencies throughout the project site, throughout the project duration. No additional payment will be made for removal of soil and debris from drainage structures, features, or reconditioning grading that is part of the normal maintenance activities associated with the approved erosion control plan. No additional payment shall be made for any other work due to inadequate or improperly maintained measures.

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

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

D. Payment under the lump sum prices bid for each PART shall be made on a monthly basis as indicated in the Contractor's schedule for the substantial completion of all work under this Contract. In no case, shall the monthly payment exceed ten (10) percent of the lump sum prices bid without the approval of the Owner.

G-4 BORROW EXCAVATION (SELECT BACKFILL)

A. Borrow excavation (select backfill) shall be paid for at the unit price bid per cubic yard, as contained in the Bid Form. Payment shall constitute full compensation for all material, equipment, labor and all else required for acquisition, placement and compaction of select backfill material from borrow. Borrow excavation material shall be supplied by the Contractor from approved borrow areas located off-site. Materials utilized "on-site" within the Project limits or as defined, as the "free haul limit" will not be considered for payment as borrow excavation.

B. The cubic yards of select backfill to be paid for shall be 75% of the volume indicated on the submitted truck tickets. Disposal of unsuitable and/or suitable excavated material will not be paid for as a separate bid item. The Owner reserves the right to verify the actual amount of material in place.

C. Payment under this item shall include all costs necessary to furnish and install select material necessary to provide proper suitable backfill material compacted and in place as measured. Work shall include all costs to acquire, place, and compact select backfill material, removal and proper disposal of unusable material, and all labor, materials, equipment, and incidentals necessary to complete the work. The PWC Project Coordinator shall approve the use of select material within the limits of this project.

G-5 CLEARING AND GRUBBING, PERMANENT EASEMENTS

A. The unit price bid per acre shall include the costs for felling trees, stump removal and disposal off-site, cutting trees in pulpwood length and stacking on or off easement areas if required, disposing of all trimmings, removing and disposing off-site all logs, branches, trunks, root mats, brush, vegetation, debris from clearing and grubbing operations and all other incidental materials not to be re-used in the work. Areas containing and requiring cutting and removal of weeds, grass, grain annual or perennial plants, or saplings less than one inch in diameter shall not be measured and paid for as clearing and grubbing. Payment shall be based on the horizontal area cleared and grubbed as designated on the plans or as directed by the Owner. Measurement will be made to the nearest one hundredth of an acre.

G-6 CLEARING AND GRUBBING, TEMPORARY EASEMENTS

A. The unit price bid per acre shall include the costs for felling trees, stump removal and disposal off-site, cutting trees in pulpwood length and stacking on or off easement areas if required, disposing of all trimmings, removing and disposing off-site all logs, branches, trunks, root mats, brush, vegetation, debris from clearing and grubbing operations and all other incidental materials not to be re-used in the work. Areas containing and requiring cutting and removal of weeds, grass, grain annual or perennial plants, or saplings less than one inch in diameter shall not be measured and paid for as clearing and grubbing. Payment shall be based on the horizontal area cleared and grubbed as designated on the plans or as directed by the Owner. Measurement will be made to the nearest one hundredth of an acre.

B. The unit price bid per acre shall also include all work as noted for permanent easements and shall also include protection of all trees, floral bushes or plants not to be removed or disturbed.

G-7 SOD (NO OVERAGE ALLOWED)

A. Payment for placing sod as indicated on the drawings or as directed by the Project Coordinator or Project Engineer shall be made at the unit price bid per square yard listed in the Bid Form. Payment shall include grading, fine raking, sod bed preparation, pest and disease control, soil amendments, placing sod, anchoring, fertilizing, maintaining, protection of turf areas, removal and replacement of dying sod and watering to ensure growth. No payment will be made for sodding areas outside of easements or rights-of-way disturbed or otherwise damaged by the Contractor. The Proposal quantity reflects the total quantity of sod the Owner will pay for. In general, the maximum pay widths are shown below.

B. In some cases, specific quantities of sod in individual easement areas are identified on the Drawings and no overage will be allowed or paid for in these specific locations.

C. Stripping of topsoil will not be measured and paid for as a separate bid item. All work shall be included for payment under the applicable items listed in the Bid Form. Work shall include stripping, stockpiling, spreading, leveling, supplemental topsoil, filling, grading and compaction of suitable topsoil along right-of-way and easements.

Maximum Pay Widths for Sod

Permanent Easements	20' (or as indicated on the plans)
Temporary Easements	20' (or as indicated on the plans)
Storm Drainage	15'
Water Mains	12'
Sanitary Sewer Laterals	6'
Water Laterals	4'

G-8 SEEDING (NO OVERAGE ALLOWED)

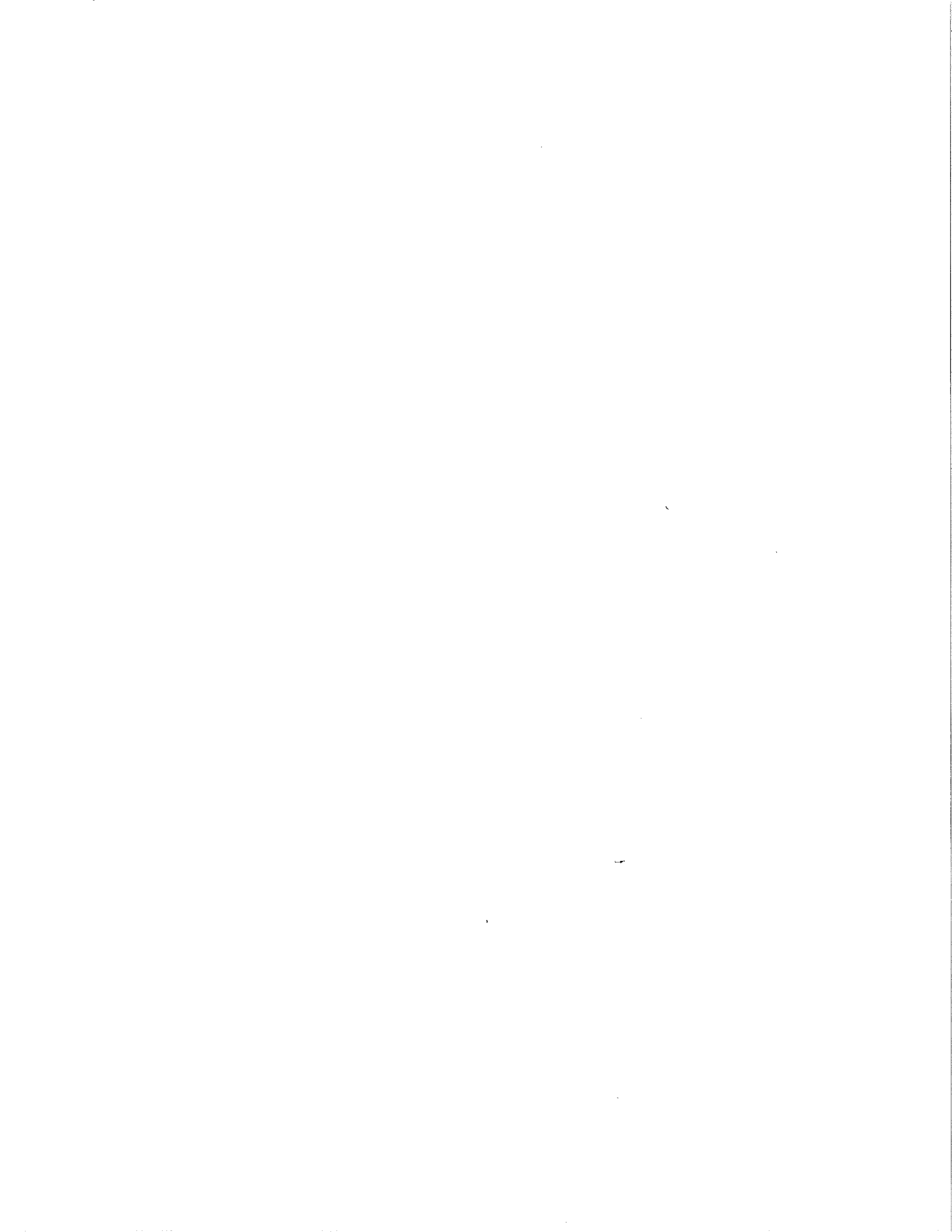
A. Seeding of wetlands areas, easements and along right-of-way will be paid for at the unit price bid listed in the Bid Form and shall include all costs for soil preparation, pest control, disease control, anchoring, placing soil amendments, topsoil, grading, raking, seeding, fertilizing, mulching, crimping, watering, protection of turf areas, maintenance, reseeding if required, tack, and other work incidental thereto. Area to be paid for shall be measured horizontally and payment for this work will be made to the nearest one tenth (1/10) of an acre. No payment will be made for areas outside of permanent and temporary easements and along rights-of-way disturbed by the Contractor's operations.

B. Stripping of topsoil will not be measured and paid for as a separate bid item. All work shall be included for payment under the applicable items listed in the Bid Form. Work shall include stripping, stockpiling, spreading, leveling, supplemental topsoil, filling, grading and compaction of suitable topsoil along right-of-way and easements.

G-9 FRENCH DRAINS

A. Payment for constructing french drains shall be made at the unit price bid per linear foot as listed in the Bid Form and shown on the detail. Payment shall include all labor, equipment and materials including but not limited to excavation, backfilling, compaction, filter fabric, slotted pipe, socks, graded stone, and all else necessary to complete the work.

The location and length of french drains shall be as shown on the plans or as determined in the field by the Project Coordinator.



PART "A", STREET CONSTRUCTION

A-1. PERMANENT PAVEMENT PATCH (NO OVERAGE ALLOWED)

Payment for placing a minimum of two (2) inches of Asphalt Pavement Surface Course (SF9.5A) and eight (8) inches of Aggregate Base Course (ABC) , shall be made at the unit price bid per square yard completed and accepted as listed in the Bid Form. Installation of the permanent pavement patch shall be completed in accordance with these Contract Documents. Measurement shall be based on the number of square yards. The square yards will be calculated using the maximum trench widths.

Maximum payment widths for trenches have been established as indicated below. Payment widths shown include a minimum cutback of six (6) inches on each side of the trench prior to placing pavement patch. Any pavement removed or damaged beyond the limits specified, shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Maximum Pay Widths for Permanent Pavement Patch

Storm Drainage	6'	(for pipe 24" in diameter and less)
Storm Drainage	8'	(for pipe 30" up to 42" in diameter)
Storm Drainage	10'	(for pipe 48" up to 54" in diameter)
Storm Drainage	12'	(for pipe greater than 54")
Sanitary Sewer	10'	(0' to 10' depth, measured to invert of pipe)
Sanitary Sewer	12'	(greater than 10' depth, measured to invert of pipe)
Sewer Laterals	6'	
Water Main	4'	
Water Services	4'	

Payment for furnishing and placing permanent asphalt pavement patch shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt offsite, re-compaction of pavement subgrade, placement and compaction of ten (10) inches of ABC, maintaining ABC stone at pavement grade until removal of upper two (2) inches for paving, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the work.

A-2. TEMPORARY ASPHALT PAVEMENT PATCH (NO OVERAGE ALLOWED)

Payment for the placement of Asphalt Pavement Intermediate Course (I19.0) shall be made at the unit price bid per square yard completed and accepted with a minimum compacted thickness of three (3) inches as listed in the Bid Form. Installation of the temporary asphalt pavement patch shall be completed in accordance with these Contract Documents. Measurement shall be based on the number of square yards. The square yards will be calculated using the maximum trench widths.

Maximum payment widths for trenches have been established as indicated below. Payment widths shown include a minimum cutback of six (6) inches each side of the trench prior to placing pavement trench patch. Any pavement removed or damaged beyond the limits specified shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Maximum Pay Widths for Temporary Pavement Patch

Storm Drainage	6'	(for pipe 24" in diameter and less)
Storm Drainage	8'	(for pipe 30" up to 42" in diameter)
Storm Drainage	10'	(for pipe 48" up to 54" in diameter)
Storm Drainage	12'	(for pipe greater than 54")
Sanitary Sewer	10'	(0' to 10' depth, measured to invert of pipe)
Sanitary Sewer	12'	(greater than 10' depth, measured to invert of pipe)
Sewer Laterals	6'	
Water Main	4'	
Water Services	4'	

Payment for furnishing and placing temporary asphalt pavement patch shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt off-site, re-compaction of pavement subgrade, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the Work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-3. ASPHALT SURFACE COURSE PAVEMENT (OVERLAY)

Payment for placement of asphalt surface course (SF-9.5A) shall be made at the unit price bid per square yard completed and accepted with a minimum compacted thickness of one (1) inch. Installation of the Asphalt Surface Course shall be completed in accordance with these Contract Documents. Measurement shall be based on the number of square yards in place and accepted.

The payment shall be full compensation for all work including preparation of existing surfaces, asphalt, cement, tack coat, and all incidentals necessary to complete the work to include maintenance and repair until final project acceptance.

Payment shall also include the adjustments of structures to finish grade of the overlay that may be necessary project wide.

This Measurement and Payment description only applies if the City of Fayetteville elects to

proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-4. PERMANENT PAVEMENT PATCH FAILED AREAS (NO OVERAGE ALLOWED)

Failed areas are those areas outside the specified trench limits that have been identified by the City of Fayetteville or the Project Engineer as needing to be replaced. Payment shall be made for removing the failed areas as identified, milling and replacing with two (2) inches of Asphalt Pavement Surface Course and eight (8) inches of Aggregate Base Course (ABC). Payment shall be made at the unit price bid per square yard completed and accepted as listed in the Bid Form. Installation of the permanent pavement patch in these areas shall be completed in accordance with these Contract Documents. Any pavement removed or damaged beyond the specified area of failed pavement shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Payment for furnishing and placing permanent asphalt pavement patch in failed areas shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt offsite, re-compaction of pavement subgrade, placement and compaction of ten (10) inches of ABC, maintaining ABC stone at pavement grade until removal of upper two (2) inches for paving, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the work.

A-5. TEMPORARY PAVEMENT PATCH FAILED AREAS (NO OVERAGE ALLOWED)

Failed areas are those areas outside the specified trench limits that have been identified by the City of Fayetteville or the Project Engineer as needing to be replaced. Payment shall be made for removing the failed areas as identified, milling and replacing with three (3) inches of Asphalt Pavement Intermediate Course (I19.0). Payment shall be made at the unit price bid per square yard completed and accepted as listed in the Bid Form. Installation of the temporary pavement patch in these areas shall be completed in accordance with these Contract Documents. Any pavement removed or damaged beyond the specified area of failed pavement shall be replaced by the Contractor at his own cost unless directed otherwise by the Project Engineer. No payment for overage beyond the quantity shown in the Bid Form will be made.

Payment for furnishing and placing temporary asphalt pavement patch in failed areas shall include re-cutting pavement to straight uniform widths parallel and perpendicular to the road with no jagged edges, removal and disposal of asphalt offsite, re-compaction of pavement subgrade, installation and maintenance of transitions to accommodate road travel, adjusting structures as required, tack coat, placing and compacting of asphalt material, cleanup, and all costs for labor, materials, tools, equipment, and incidentals necessary to complete the work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-6. UNDERCUT EXCAVATION IN ASPHALT SUBGRADE

Undercut excavation shall be measured by the volume in cubic yards of unsuitable material excavated, as authorized by the Project Engineer. Excavation to greater depths and/or widths shall be backfilled and compacted with ABC stone at no additional cost to the Owner. Payment shall constitute full compensation for removal and disposal of unsuitable material off site, furnishing, placing, grading, and compaction of ABC stone and all incidentals necessary to complete the work. No payment for this item shall be made unless specifically authorized by the PWC Project Coordinator.

A-7. INCIDENTAL STONE (ABC)

Payment for incidental Aggregate Base Course (ABC) authorized by the Project Coordinator to be placed for the maintenance of driveways and street intersections shall be made at the unit price bid per ton. Contractor shall submit tickets to the Project Coordinator in accordance with these Contract Documents. Payment for incidental stone will not be made without copies of the accompanying tickets.

Payment shall include all costs for labor, tools, materials, equipment, furnishing, placing, supplementing stone required for maintenance, grading stone, wetting, compaction, removing and disposal of incidental stone immediately prior to asphalt pavement patch in each area. Incidental stone that is stockpiled or not placed will not be considered for payment.

Contractor shall remove a minimum two (2) inches of soil or ABC stone, place, and compact stone in order to be considered for payment.

No separate payment shall be made for incidental ABC stone placed in mainline or service lateral trenches unless authorized by the PWC Project Coordinator.

A-8. REMOVE AND REPLACE CONCRETE CURB AND GUTTER

Removal and replacement of concrete curb and gutter will be paid for at the unit price bid per linear foot. Measurement of the curb and gutter shall be along the bottom of the gutter near the face of the curb excluding catch basin openings. Payment shall be full compensation for removal and disposal of existing concrete curb and gutter, grading, form work, backfilling behind curb with topsoil, and all equipment, materials, tools, labor, and incidentals necessary to complete the work.

A-9. REMOVE AND REPLACE CONCRETE DRIVEWAYS (NO OVERAGE ALLOWED)

Removal and replacement of concrete driveways shall be paid for at the unit price bid per square yard. Concrete drives shall be installed in accordance with the Owner's requirements. Measurement shall be made to the nearest one-tenth square yard. Payment shall be full compensation for saw cutting and removal of the existing driveway, removing and disposing of excess or unsuitable materials off-site, grading, compaction, expansion joint materials, backfilling with topsoil, curing compound, form work, and all equipment, tools, labor, and incidentals necessary to complete the work.

A-10. REMOVE AND REPLACE ASPHALT DRIVEWAYS (NO OVERAGE ALLOWED)

Removal and replacement of asphalt driveways shall be paid for at the unit price bid per square yard. Asphalt drives shall be installed in accordance with the Owner's requirements. Measurement shall be made to the nearest one-tenth square yard. Payment shall be full compensation for saw cutting and removal of the existing driveway, removing and disposing of excess or unsuitable materials off-site, grading, compaction, backfilling behind with topsoil, all equipment, tools, labor, and incidentals necessary to complete the work.

A-11. REPLACE GRAVEL/SOIL DRIVEWAYS WITH AGGREGATE BASE COURSE (NO OVERAGE ALLOWED)

Removal and replacement of gravel/soil driveways shall be paid for at the unit price bid per square yard. Gravel/soil drives shall be installed in accordance with the Owner's requirements. Measurement shall be made to the nearest one-tenth square yard. Payment shall be full compensation for removal of the existing driveway, removing and disposing of excess or unsuitable materials off-site, grading, compaction, and all equipment, tools, labor, and incidentals necessary to complete the work.

A-12. REMOVE AND REPLACE CONCRETE SIDEWALK

Removal and replacement of concrete sidewalk shall be paid for at the unit price bid per linear foot. The concrete sidewalk shall be constructed in accordance with the Owner's requirements. Payment shall be full compensation for saw cutting and removal of the existing sidewalk, removing and disposing of excess or unsuitable materials off-site, grading, compaction, expansion joint material, form work, backfilling behind curb with topsoil, curing compounds and all equipment, tools, labor, and incidentals necessary to complete the work

A-13. MAINTENANCE STONE (NO OVERAGE ALLOWED)

Payment for maintenance stone (#57) authorized by the Project Coordinator shall be made at the unit price bid per square yard. Payment shall include all costs for labor, tools, materials, equipment, compaction, maintenance, and the removal and disposal of maintenance stone in each area.

To be considered for payment, maintenance stone shall be at a minimum depth of four (4) inches and a minimum length of fifty (50) feet. Payment shall be made based upon actual width in place not to exceed ten (10) feet.

A-14. TEMPORARY DRIVEWAY

Payment under this item shall include all costs necessary to install, maintain and remove a temporary driveway as specified on the plans. The driveway shall be installed utilizing six (6) inches of Aggregate Base Course (ABC) compacted in place. Payment shall be by lump sum. Fifty Percent (50%) of the item will be paid upon installation of the temporary driveway. The balance will be paid once the temporary driveway has been removed and the property has been restored to existing or better condition. The Contractor shall be responsible for obtaining a signed release from the property owner(s), stating the property has been properly restored.

A-15. SHOULDER RECONSTRUCTION

Payment for shoulder reconstruction shall be made at the unit price per square yard. Shoulders shall be reconstructed 3-foot wide each side of the resurfaced roadway. This work shall include building and maintaining the roadway shoulders following the resurfacing of the roadway, reconstructing and restoring the roadway shoulder areas with top soil and sod, labor, materials, equipment and all other incidentals necessary to complete the work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

A-16. ASPHALT LEVELING COURSE

Payment for leveling course shall be made at the unit price per ton. Contractor shall submit asphalt tickets to the Project Coordinator in accordance with these Contract Documents. Payment for leveling course will not be made without copies of the accompanying tickets. The installation of the leveling course shall be completed in accordance with these Contract Documents.

Payment for the leveling course shall include preparation of existing surfaces, crack filling, tack coat and all labor, materials, tools, equipment, and incidentals necessary to complete the work.

This Measurement and Payment description only applies if the City of Fayetteville elects to proceed with an overlay as part of this Project. This line item is to be bid as an alternate, and if not incorporated into the Contract, shall not apply.

PART "B", STORM DRAIN IMPROVEMENTS

B-1. DRAINAGE PIPE

A. Payment for furnishing and installing storm drainage pipe shall be for the number of linear feet of pipe installed measured between the centerline of manholes (or catch basin, junction box, or other similar structure or fitting) and as measured vertically from the finished grade or ground surface to the invert elevation of the pipe. Payment per linear foot of storm drainage pipe will be made under the applicable unit price for each size, type, and pay depth as indicated in the Bid Form.

B. Payment shall include the cost for excavation, stone bedding, shoring, removal and disposal of excess unsuitable material off site, grading, backfilling, dewatering, compaction and all other work required for a complete installation.

B-2. STORM DRAINAGE STRUCTURES

A. Payment for furnishing and installing storm drainage structure will be made by actual count per each type, complete, in place, with a measured depth in vertical feet from the lowest invert elevation to the finish grade or ground surface and for various types of structures shown on plans and profiles. Storm drainage structures shall include manholes, catch basins, curb inlets, yard inlets, open throat catch basins (OTCB), junction boxes, headwalls, flared end sections, etc.

B. Precast concrete storm drainage structures may be acceptable depending on the specific type of structure and subject to the City of Fayetteville's approval. Payment shall include the cost for excavations, stone bedding, shoring, dewatering, removal and disposal of excess unsuitable material off site, grading, backfill, compaction, furnishing and installing structures, frames, covers, grates and hoods, other metal castings, concrete collars, special linings or coatings, constructing inverts and concrete bedding where applicable, testing, grade adjustments, cleanup and all other work.

B-3. TAPPING INTO EXISTING STRUCTURES

A. Payment for tapping into existing storm drainage structures shall be made by actual count of the number of taps made as indicated on the Bid Form. Payment shall include the costs of mechanically coring into the existing structure, installing a watertight connection, building and/or modifying inverts, and any and all incidental work required to make a complete and serviceable connection.

B-4. REMOVE AND REPLACE EXISTING DRAINAGE STRUCTURE

A. Payment for removal and replacing existing storm drainage structure will be made by actual count per each, complete, in place with a measured depth in vertical feet from the lowest invert elevations to the finish grade or original ground surface.

B. Payment shall include the cost for excavation, stone bedding, shoring, dewatering, removal and disposal of excess unsuitable material off site, grading, backfill, compaction, furnishing, installing or constructing new drainage structure, grade adjustments, cleanup and all other work required for complete installation.

B-5. REMOVE AND REPLACE GRATES

A. Payment for removal and replacing existing grates will be made by actual count per each, complete, in place, at the various sizes indicated in the Bid Form. Payment shall include the cost for frames and grates, disposal of existing grate and frame and all other work specifically covered under payment items to perform the work.

B-6. RIP-RAP (NO OVERAGE ALLOWED)

A. Payment for furnishing and installing rip-rap will be measured and paid for at the unit price bid per square yard as listed on the Bid Form. The quantity shown on the plans shall not be exceeded and payment will not be made for overages.

B. Payment shall be full compensation for furnishing, hauling, placing all materials including filter fabric, graded stone rip-rap, fine grading and all equipment, tools, labor and incidentals necessary to complete the work.

B-7. TRENCHLESS STORM DRAIN REHABILITATION

A. Payment for this item shall be measured and paid for at the unit price bid per linear foot as indicated in the bid schedule for a complete rehabilitation. Payment shall include cleaning the existing storm drain, video of existing conditions for the City of Fayetteville to review, rehabilitating the existing storm drain with an approved method, grouting of pipe annulus where required by method chosen for rehabilitation, access pits and all else necessary to rehabilitate the existing storm drain.

B-8. REMOVE AND REPLACE DRAINAGE PIPE

A. Payment for this item shall be measured and paid for at the unit price bid per linear foot as indicated in the bid schedule. Payment per linear foot of storm drainage pipe will be made under the applicable unit price for each size of pipe installed, type and pay depth as indicated in the Bid Form. Payment shall include the cost for excavation, removal of indicated existing pipe, bedding stone, shoring, disposal of existing pipe, removal and disposal of excess unsuitable material off site, installation of proposed drainage pipe, installation of concrete collars, grading, backfilling, dewatering, compaction and all other work required for a complete installation.

B-9. UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards completed and accepted of unsuitable material excavated below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter/dimension to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, stone bedding material and all other incidentals necessary to complete the work. No payment for undercut will be

made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

B-10. BORE AND JACK STORM DRAIN PIPE

A. Payment under this item shall include all necessary costs to install the storm pipe in accordance with the project requirements. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, pipe, backfill, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable authority i.e., City of Fayetteville or NCDOT.

B-11. DRAINAGE DITCH EXCAVATION

A. Payment for drainage ditch excavation shall be for the number of cubic yards based on the quantity outlined in the plans and provided on the bid form. Payment will not be made for any excavation outside of the limits defined in the plans, unless directed to do so by the Project Coordinator.

B. Payment shall include the cost for excavation to proper line and grade, shaping of the ditches, disposal of all materials, the maintenance of this work in an acceptable condition until final acceptance and all other work required for the excavation of the ditch in accordance with the plans.

B-12. ABANDON AND GROUT FILL EXISTING RCP

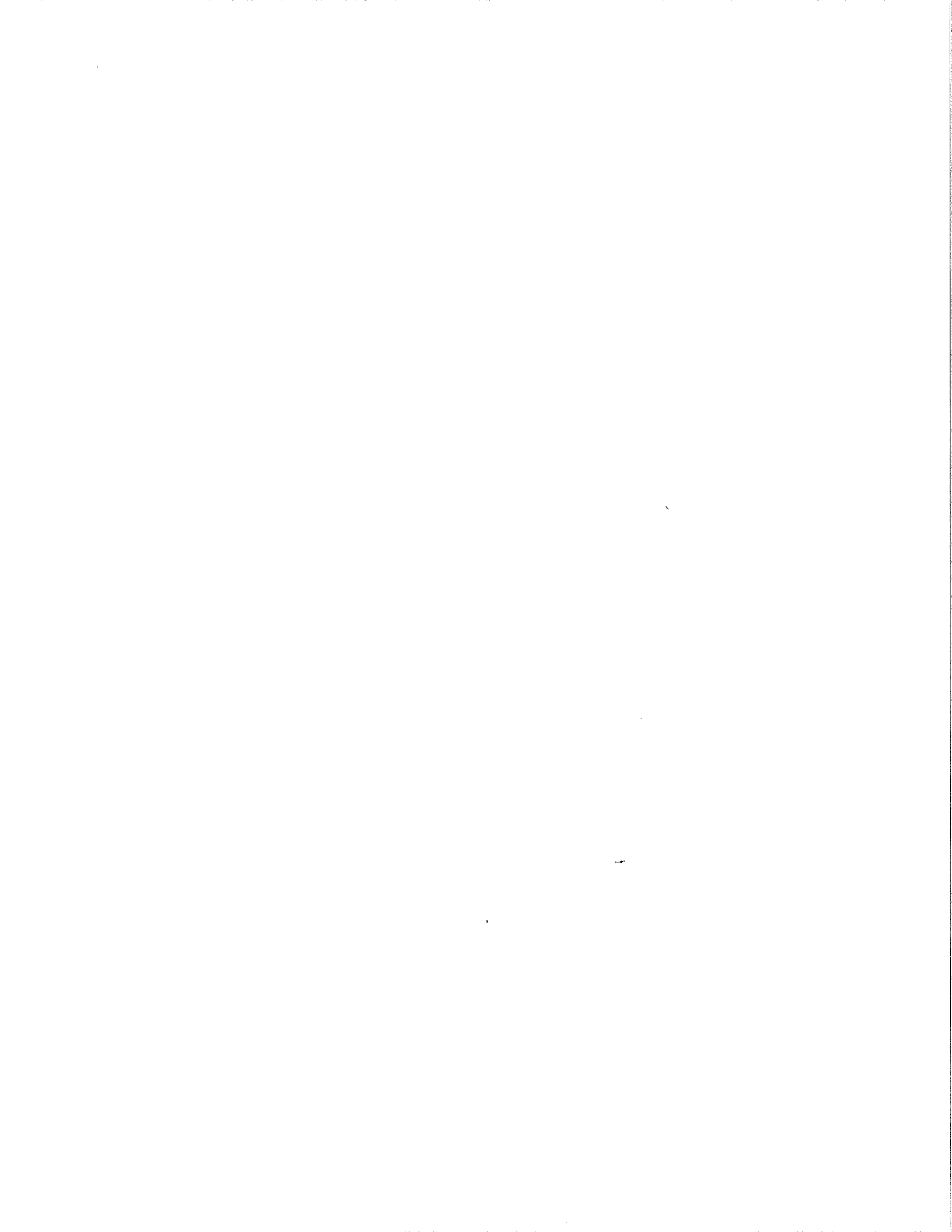
A. Payment under this item shall include all necessary costs to grout fill the existing RCP to be abandoned. Work shall include all costs to plug the pipe at the structures, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the pipe shall occur in the presence of a City of Fayetteville representative.

B-13. REMOVE AND DISPOSE OF DRAINAGE PIPE

A. Payment for this item shall be measured and paid for at the unit price bid per linear foot as indicated in the Bid Form. Payment per linear foot of storm drainage pipe removed and disposed of will be made under the applicable unit price for each size of pipe as indicated in the Bid Form. Payment shall include the cost for excavation, removal of indicated existing pipe, shoring, disposal of pipe, removal and disposal of excess unsuitable material off site, grading, backfilling, dewatering, compaction and all other work necessary.

B-14. CONSTRUCT CONCRETE SWALE

A. Constructing concrete swale shall be paid for at the unit price bid per linear foot. Payment shall be full compensation for removal and disposal of existing swale, furnishing, hauling, fine grading sub grade, seeding, backfilling beside swale with topsoil, adding soil amendments, placing all materials, and all equipment, materials, tools, labor, and incidentals necessary to complete the work.



PART "C", AQUA AMERICA WATER UTILITIES

C-1 PVC WATER MAINS

A. Installation of the PVC water main shall be accomplished in accordance with AQUA Standard Specifications for Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with AQUA standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, tracing wire, cutting and removal of pavement, removal and disposal of excess unsuitable material off site, installation of the pipe at the specified line and grade, bedding material, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be made until all required compaction testing has been satisfactorily completed.

C-2 DUCTILE IRON WATER MAIN

A. Installation of the ductile iron water main shall be accomplished in accordance with AQUA Standard Specifications for Water Distribution. Payment under this item shall include all costs necessary to install the specified water main in accordance with AQUA standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of water main shall be made until all required compaction testing has been satisfactorily completed.

C-3 RESTRAINED JOINT DUCTILE IRON WATER MAIN

A. Installation of the restrained joint ductile iron water main shall be accomplished in accordance with AQUA Standard Specifications Water Distribution. Payment under this item shall include all costs necessary to install the water main in accordance with AQUA standards. Work shall include all costs for excavation, backfill, compaction, fittings, cutting and removal of pavement, installation of restrained joint pipe as specified in the drawings or as required by AQUA standards, bedding material, removal and disposal of excess unsuitable material off site, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation; all required testing, proper alignment of the installed main, and all other items related to proper installation. No payment for installation of the water main shall be made until all required compaction tests are satisfactorily completed.

C-4 UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards of unsuitable material excavated below the bedding limit line of four (4) inches below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter/dimension to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, approved bedding material and all other incidentals necessary to complete the work. No payment for undercut will be made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

C-5 GATE VALVES

A. Gate valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified gate valve and valve box, as indicated on the plans. All gate valves shall be installed in accordance with AQUA standard details. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, valve boxes, concrete protection rings, concrete collars, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-6 GATE VALVES ON EXISTING MAINS

A. Installation of gate valves on existing mains shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified gate valve and valve box on the existing water main, as indicated on the plans. All gate valves shall be installed in accordance with AQUA standard details. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, cutting and disposal of the existing water main, valve boxes, fittings, concrete protection rings, concrete collars, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-7 TAPPING SLEEVE AND VALVE

A. Installation of tapping sleeves and valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified tapping sleeve and valve on the existing water mains. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, determining the proper size sleeve, installation, testing of the sleeve, thrust blocking, concrete protection rings, concrete collars, valve boxes, tracing wire, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-8 TAPPING SADDLE AND VALVE

A. Installation of tapping saddles and valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to install the specified tapping saddle and two (2) inch ball valve on the existing or proposed water mains. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, determining the proper size saddle, installation, valve boxes, tracing wire, concrete protection rings, concrete collars, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-9 INSTALLATION OF NEW WATER SERVICE

A. Installation of a new water service shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall install water services, utilizing ¾" CTS 200 pipe for doubled services or ¾" P.E. pipe, as indicated on the plans. Installation of the services shall be in accordance with AQUA standards. The meter boxes shall be located 18-inches inside the right-of-way, in accordance with AQUA standards. Payment under this item shall include all costs necessary to install the new CTS 200 or P.E. pipe service, as indicated on the plans. Work shall include cutting and removal of pavement, proper disposal of waste, excavation, backfill, removal and disposal of excess unsuitable material off site, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, corporations, saddles, lock valves, fittings, tapping the new or existing water main, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-10 REPLACEMENT OF EXISTING 3/4-INCH WATER SERVICE

A. Replacement of existing water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall replace the existing water services, utilizing ¾" CTS 200 pipe for doubled services or ¾" P.E. pipe, as indicated on the plans. Installation of the services shall be in accordance with AQUA standards. The meter boxes shall be located 18-inches inside the right-of-way, in accordance with AQUA standards. All connections to the customer side of the meter shall be completed by the Contractor. Payment under this item shall include all costs necessary to install the new ¾" CTS 200 pipe for doubled services or ¾" P.E. pipe, as indicated on the plans. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, if necessary boring the lateral under the road, furnishing and installing new meter boxes, corporations, saddles, lock valves, tailpiece, fittings, tapping the new or existing water main, connecting the new service to the Customer's side utilizing brass fittings, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for installation of water services shall be made until all required compaction testing has been satisfactorily completed.

C-11 3/4-INCH WATER SERVICE RELOCATION

A. Relocation of water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall relocate and replace the existing water service utilizing ¾" CTS 200 pipe for doubled services or ¾" P.E. pipe, as indicated on the plans. Installation of the service shall be in accordance with AQUA standards. The meter box shall be located 18-inches inside the right-of-way, in accordance with AQUA standards. The location of the new meter box is as indicated on the plans. All connections to the customer side of the meter shall be completed by the Contractor utilizing brass fittings. Payment under this item shall include all costs necessary to install the new ¾" CTS 200 pipe for doubled services or ¾" P.E. pipe, as indicated on the plans. Work shall include cutting and removal of pavement, removal and disposal of excess unsuitable material off site, excavation, backfill, compaction, installation, if necessary boring the lateral under the road, removal of the existing meter box, removal and reinstallation of existing meter to new location, furnishing and installing new meter boxes, corporations, saddles, lock valves, tailpiece, fittings, tapping the new or existing water main, and all equipment, tools, labor, and incidentals necessary to complete the work. No payment for relocation of the existing water service shall be made until all required compaction testing has been satisfactorily completed.

C-12 ADJUSTING EXISTING VALVE BOXES

A. Adjustment of existing valve boxes indicated as a separate item of work shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment will be full compensation for excavation, removal and disposal of excess unsuitable material off site, concrete valve protection rings, furnishing and placement of concrete collars in paved areas, re-adjustments, backfill, compaction, and all other essentials necessary for the complete adjustment in accordance with AQUA requirements. Replacement of valve boxes if necessary will be as directed by the Project Coordinator and AQUA representative.

C-13 ABANDONMENT OF WATER SERVICES

A. Abandonment of existing water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall furnish all materials necessary to "kill-out" the existing water services. The Contractor will excavate the tap on the existing main, turn off the corporation, plug the corporation, then plug the service, as indicated on the plans. All work shall be in accordance with AQUA standards. Work shall include all costs for excavation, cutting and removal of pavement, removal of meter boxes, removal and disposal of excess unsuitable material off site, backfill, compaction, all necessary fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-14 TWO (2) INCH BLOW OFF

A. Installation of two (2) inch blow-offs shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to install a two (2) inch blow-off at the end of water mains, in accordance with AQUA standards. The Contractor shall furnish and install a blow-off assembly at the end of the water mains, as indicated on the drawings. Work shall include all costs for excavation, valves, valve boxes, meter boxes, tracing wire, backfill, compaction, fittings, thrust blocks, saddles, concrete protector rings, concrete collar, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-15 CONNECT TO EXISTING WATER MAIN

A. Connections to existing water mains shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to connect to the existing water main. Work shall include all costs for excavation, backfill, compaction, removal of the existing blow-off, tracing wire, removal and disposal of excess unsuitable material off site, necessary fittings to connect to the new water main, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-16 ABANDON EXISTING VALVES

A. Abandonment of existing valves shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to properly abandon the existing valves, as specified on the plans. Work shall include all costs for excavation, cutting and removal of pavement, removal and disposal of excess unsuitable material off site, backfill, compaction, fittings, turning off existing valve, plugging existing valve and all necessary fittings, removal of

valve boxes as required, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-17 ABANDON & GROUT FILL EXISTING WATER MAIN

A. Payment under this item shall include all necessary costs to grout fill the existing water main to be abandoned. All work shall be in accordance with AQUA standards and as approved by AQUA. Work shall include all costs to plug the water main, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the water main shall occur after AQUA has accepted the new water main and laterals.

C-18 ABANDON EXISTING WATER MAIN

A. Abandonment of the existing water main shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. The Contractor shall furnish all materials necessary to "kill-out" the existing water mains, as indicated on the plans. All work shall be in accordance with AQUA standards and as approved by AQUA. Work shall include all costs for excavation, cutting and removal of pavement, removal and disposal of unsuitable material off site, backfill, compaction, concrete, all necessary fittings, and all equipment, tools, labor, and incidentals necessary to complete the work.

C-19 STERILIZATION AND TESTING

A. Payment under this line item shall include all costs necessary to perform the required testing on the water mains, laterals and appurtenances. Work shall include all costs for furnishing test equipment, installation of temporary taps for testing and/or disinfection, coordination with the Project Coordinator and AQUA representative, and all labor, materials, equipment, and incidentals necessary to complete the testing in accordance with AQUA standards. All laterals shall be tested. The Contractor shall pressure test and disinfect the new water main, laterals and appurtenances in accordance with AQUA standards, prior to placing it into service.

B.

C. The Contractor shall be responsible for furnishing all necessary equipment to complete the testing and sterilization, coordination with the Project Coordinator and AQUA representative, and removal of all unnecessary taps and fittings upon completion of the work. Payment under this line item will not be made until all required tests are successful.

C-20 REPLACEMENT OF ASBESTOS-CEMENT WATER MAINS

A. Payment under this line item shall include all costs necessary to remove the existing asbestos-cement (AC) water mains and install new ductile iron water mains. Replacement of the water main shall be in accordance with AQUA standards. Work shall include all costs for excavation, backfill, thrust blocking as required, compaction, fittings, all necessary connections, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, removal and proper disposal of the AC water main, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. The replacement of the existing AC water main shall be paid for by the actual count per linear feet installed at each proposed crossing.

B. The Contractor shall also replace all of the existing water services from the main to the meter box connected to the section of the AC pipe to be replaced. The water services and meter boxes shall be replaced in accordance with the utility owner's standards. The replacement of the connected water services shall be paid for by the actual count of each and payment made under the applicable unit price per each contained in the Bid Form.

C-21 RELOCATION OF EXISTING WATER MAINS

A. Payment under this line item shall include all costs necessary to relocate existing water mains due to conflict with existing or proposed utility work. Relocation of the water main shall be in accordance with AQUA standards. Work shall include all costs for excavation, backfill, compaction, fittings, installation of restrained joint pipe as specified in the drawings or as required by AQUA standards, all necessary connections, cutting and removal of pavement, installation of the pipe at the specified line and grade, bedding material, removal and disposal of excess unsuitable material off site, removal and proper disposal of the existing water main, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, all required compaction testing, proper alignment of the installed main, and all other items related to proper installation. The relocation of the existing water main shall be paid for by the actual count per linear feet installed.

B. The Contractor shall also replace all of the existing water services from the main to the meter box connected to the section of the pipe to be relocated. The water services and meter boxes shall be replaced in accordance with the utility owner's standards. The replacement of the connected water services shall be paid for by the actual count of each and payment made under the applicable unit price per each contained in the Bid Form.

PART "D", SANITARY SEWER UTILITIES

D-1 PVC SANITARY SEWER MAINS

A. Installation of the PVC sewer main shall be accomplished in accordance with PWC Standard Specifications 02730 Sanitary Sewer Systems. Payment per linear foot of sanitary sewer shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Payment under this item shall include all costs necessary to install the specified sewer main in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, dewatering, cutting and removal of pavement, proper disposal of waste materials, installation of the pipe at the specified line and grade, stone bedding, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, proper alignment and grade of the installed main, and all other items related to proper installation. All pipe segments installed must have passed the detailed compaction requirements in order to be considered for payment.

D-2 DUCTILE IRON SEWER MAIN

A. Installation of the ductile iron sewer main shall be accomplished in accordance with PWC Standard Specifications 02730 Sanitary Sewer Systems. Payment per linear foot of sanitary sewer shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Payment under this item shall include all costs necessary to install the specified sewer main in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, dewatering, cutting and removal of pavement, proper disposal of waste materials, installation of the pipe at the specified line and grade, stone bedding, linings, coatings and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall be responsible for completing the installation, proper alignment and grade of the installed main, and all other items related to proper installation. All pipe segments installed must have passed the detailed compaction requirements in order to be considered for payment.

D-3 LOW PRESSURE FORCE MAIN

A. Measurement for the installation of a low pressure sewer system force main shall be made at the unit price bid per linear foot contained in the Bid Form. Payment shall include excavation, saw cutting, removal and disposal of pavement, all necessary fittings, installation of the blow-off assembly, tracing wire, backfill, passing compaction for each segment, and all other labor, materials and equipment necessary to install a complete low pressure force main as specified herein and as shown on the Contract Drawings. Pipe segments installed must have passed the detailed compaction requirements in order to be considered for payment.

D-4 HORIZONTAL DIRECTION DRILLING – DUCTILE IRON PIPE

A. The quantity of the directionally controlled horizontal drilling to be paid for shall be the number of linear feet, complete, in place, as determined by the horizontal length labeled as beginning and ending stations, as shown on the plans. Payment shall be made at the applicable indicated unit price bid, as contained in the Bid Form. Payment will include all work of every description including excavation, grading, trenching, backfilling, dewatering, compaction, drilling, drilling mud, (i.e., lubricants), fittings, connection to the manhole or pipe,

CCTV inspection of all pipe installed and all other incidentals necessary for the complete pipe installation.

D-5 FURNISH AND INSTALL MANHOLE

A. Payment under this item shall include all costs necessary to furnish and install various diameter manholes as specified on the plans. Payment per each manhole shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Work shall include all costs for excavation, backfill, removal and disposal of unsuitable material off-site, linings, inverts, pipe slides, dewatering, compaction, cutting and removal of pavement, proper disposal of waste, stone bedding, installation of the manhole in accordance with PWC standards, installation of the specified frame and cover, concrete collar, and all labor, materials, equipment, and incidentals necessary to complete the work.

D-6 FURNISH AND INSTALL DOGHOUSE MANHOLE

A. Payment under this item shall include all costs necessary to furnish and install various diameter doghouse manholes as specified on the plans. Payment per each doghouse manhole shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Work shall include all costs for excavation, backfill, compaction, cutting and removal of pavement, proper disposal of waste, linings, inverts, pipe slides, installation of the doghouse manhole in accordance with PWC standards, installation of the specified frame and cover, stone bedding, removal and disposal of unsuitable material off-site, dewatering, removal of the existing pipe, concrete collar, and all labor, materials, equipment, and incidentals necessary to complete the work. Vacuum testing of the doghouse manhole is not required.

D-7 FURNISH AND INSTALL INSIDE DROP STRUCTURE

A. Payment shall be measured by actual count, complete, in place and accepted at the unit price bid as listed on the Bid Form. Payment shall include all costs necessary to install the specified inside drop connection in accordance with PWC standards. Work shall include installation of the inside drop structure in accordance with PWC standard detail S.5. Work shall include all costs for pipe, fittings, stainless steel straps, anchors, and all labor, materials, equipment, and incidentals necessary to complete the work.

D-8 PVC SEWER LATERAL INSTALLATION

A. Installation of PVC sewer laterals shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to furnish and install a PVC sanitary sewer lateral in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, cutting of pavement, removal and disposal of excess unsuitable material off-site, proper disposal of waste, dewatering, marking the location of the lateral on the curb or edge of pavement, installation of a cleanout, all necessary fittings, stone bedding, installation of the lateral at the specified line and grade, and all labor, materials, equipment, and incidentals necessary to complete the work. All laterals installed must have passed the detailed compaction requirements in order to be considered for payment.

D-9 DUCTILE IRON SEWER LATERAL INSTALLATION

A. Installation of ductile iron sewer laterals shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs necessary to furnish and install a ductile iron sanitary sewer lateral in accordance with PWC standards. Work shall include all costs for excavation, backfill, compaction, cutting of pavement, removal and disposal of excess unsuitable material off-site, proper disposal of waste, dewatering, marking the location of the lateral on the curb or edge of pavement, installation of a cleanout, coatings, linings, all necessary fittings, stone bedding, installation of the lateral at the specified line and grade, and all labor, materials, equipment, and incidentals necessary to complete the work. All laterals installed must have passed the detailed compaction requirements in order to be considered for payment.

D-10 ABANDON EXISTING SEWER LATERAL

A. Abandonment of existing sewer laterals shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to abandon existing sewer laterals as indicated on the plans. Work shall include all costs for excavation, dewatering, backfill, removal of the existing lateral at the main, installing a plug at the main to lateral connection, compaction, removal of the existing combination and cleanout stack, installing a plug on that end of the lateral, and all labor, materials, equipment, and incidentals necessary to complete the work.

D-11 RECONNECT SEWER LATERAL TO EXISTING PLUMBING

A. Re-connecting a sewer lateral to existing plumbing shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs to connect from the PWC lateral to the customer's existing sewer service as indicated on the plans. Work shall be in accordance with the Plumbing code and City of Fayetteville requirements. Work shall include all costs to install cleanouts, permits, coordination with the property owner, excavation, dewatering, backfill, compaction, connection to the existing lateral, and all labor, materials, equipment and incidentals necessary to complete the work.

D-12 LOW PRESSURE SERVICE LATERAL

A. Measurement for the installation of a low pressure sewer lateral to serve an individual building shall be made at the unit price bid per each as contained in the Bid Form. Payment shall include all necessary excavation, removal and disposal of excess unsuitable materials off site, saw-cutting and removal of pavement, all necessary fittings, connection to the low pressure force main, tracing wire, installation of the connection assembly at the property line, dewatering, compaction, backfill, and all other labor, materials, and equipment necessary to furnish and install a complete low pressure service lateral assembly as specified herein and as shown on the Contract Drawings. Laterals installed must have passed the detailed compaction requirements in order to be considered for payment.

D-13 CONNECTIONS TO EXISTING STRUCTURES

A. Connections to existing manholes will be paid for at the unit price bid per each as listed in the Bid Form completed and accepted and shall include all costs of equipment, labor, tools, materials and all incidental work. Connections shall consist of coring the manhole, installing flexible boots, re-building inverts, and sealing penetrations as required.

D-14 ANTI-SEEP COLLARS

A. Payment for installing anti-seep collars shall be made at the unit price bid per each as listed on the Bid Form. Collars shall be constructed at the locations indicated on the Contract Drawings and as shown in the PWC Standard Details.

D-15 CONCRETE ANCHOR BLOCKS

A. Concrete anchor blocks will be measured and paid for by actual count, complete, in place. Payment shall be based upon the unit price bid as contained in the Bid Form. Payment shall include all work of every description necessary for complete installation, including concrete construction, stainless steel saddle, fittings, stone bedding as required, anchoring materials and all other labor, materials and equipment to construct and install concrete anchor blocks in accordance with PWC requirements.

D-16 UNDERCUT EXCAVATION

A. Undercut excavation shall be measured and paid for by the volume in cubic yards of unsuitable material excavated below the bedding limit line of four (4) inches below the pipe as authorized by the Project Coordinator. Payment shall be based on the width of two (2) feet plus the internal diameter of the pipe and to the authorized additional depth required for proper support of the pipeline. Payment for structures shall be based on the width of two (2) feet plus the external diameter to the authorized depth required for proper support of the structure.

B. Payment shall include the costs for all labor, tools, materials and equipment including but not limited to the removal and disposal of unsuitable soil, furnishing and placing stone bedding material and all other incidentals necessary to complete the work. No payment for undercut will be made for over excavation by error or where proper dewatering methods are not in place for trench and or excavation stabilization.

D-17 TESTING

A. Payment under this item shall include all costs necessary to perform the required testing on the sewer mains, low pressure sewer systems, force mains, laterals, and manholes. Work shall include all costs for furnishing test equipment, blow offs coordination with the PWC Project Coordinator, and all labor, materials, equipment, and incidentals necessary to complete the testing in accordance with PWC standards. Payment under this line item shall not be made until all performed tests are successful. No extra payment will be made for laterals connecting directly to manholes.

B. The Contractor shall be responsible for furnishing all necessary equipment to complete the testing, coordination with the Project Coordinator, and removal of all unnecessary taps and fittings upon completion of the work. Payment under this line item will not be made until all required tests are successful.

D-18 LIFT STATION WATER SERVICE

A. Water services shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Installation of one-inch (1") copper water service for a lift station will be measured by actual count in place and accepted. Payment shall be made under the applicable unit price bid per each as contained in the Bid Form. Payment shall include saw cutting, removing and disposal of pavement, excavation, tapping and connecting to water mains, fittings, service pipe, corporations, installation of a reduced pressure backflow device in an insulated above ground enclosure, yard hydrant, standard meter box, all associated fittings, backfill, compaction, and all other incidental work necessary to furnish a complete installation as specified herein and shown on the Contract Drawings. Metering for the service will be installed by the utility provider once work has been completed and accepted.

D-19 SELF-PRIMING LIFT STATION

A. Payment for the self-priming lift station as described herein shall be made at the lump sum price bid contained in the Bid Form. Payment shall include all necessary piping, fittings, wet well installation (including excavation, backfill, stone bedding, compaction), all necessary work to grade, clear, and prepare the site in accordance with the detailed site plan, fencing and gates, construction of the access road, pumps, bypass assembly, electrical work, control panels, site lighting, coordination as required for the installation and delivery of pumps, materials, electrical and mechanical equipment, coordination as necessary with the electrical service provider to provide the required electrical service to the lift station site, installation of piping and equipment, labor, materials, equipment, and all other necessary work required to furnish a complete installation as specified herein and shown on the Contract Drawings.

D-20 SUBMERSIBLE LIFT STATION

A. Payment for the submersible lift station as described herein shall be made at the lump sum unit price contained in the Bid Form. Payment shall include all necessary piping, fittings, wet well installation (including excavation, backfill, stone bedding, compaction), all necessary work to grade, clear, and prepare the site in accordance with the detailed site plan, fencing and gates, construction of the access road, pumps, bypass assembly, electrical work, control panels, site lighting, coordination as required for the installation and delivery of pumps, materials, electrical and mechanical equipment, coordination as necessary with the electrical service provider to provide the required electrical service to the lift station site, hoist assembly and wiring, valve vault, installation of piping and equipment, labor, materials, equipment, and all other necessary work required to furnish a complete installation as specified herein and shown on the Contract Drawings.

D-21 LIFT STATION ENCLOSURE

A. Payment for furnishing and installing the enclosure for the specified lift station shall be made at the lump sum unit price contained in the Bid Form. All items necessary to provide a complete enclosure, including but not limited to electrical work, fans, vents, lighting, attachment to the slab, and all labor, equipment, materials, and all other necessary work required to furnish a complete installation as specified herein and shown on the Contract Drawings shall be included in the unit price bid.

D-22 REMOTE TELEMETRY SYSTEM

A. Payment for furnishing and installing the remote telemetry (SCADA) system for the specified lift station shall be made at the lump sum price contained in the Bid Form. Payment shall include all necessary electrical work, necessary coordination with the PWC Lift Station Department, programming, testing, installation of the antennae, concrete foundation for the antennae, and necessary control panel, and all other labor, materials, and equipment as specified within these Contract Documents and as required by PWC to provide a working remote telemetry system capable of interacting with the existing PWC lift station remote telemetry system.

D-23 LIFT STATION STANDBY POWER

A. Payment for furnishing and installing the emergency generator for the specified lift station shall be made at the lump sum unit price contained in the Bid Form. Payment shall include the emergency generator as specified within these Contract Documents, all necessary electrical, mechanical, and site work, installation of conduit, concrete foundation, necessary coordination with the remote telemetry installer, and all other labor, materials, and equipment necessary to furnish a working standby power system as specified within these Contract Documents.

D-24 ABANDON AERIAL SEWER CROSSING

A. Abandonment of existing aerial sewer crossings shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all costs to remove and properly dispose of the existing aerial crossing. Work shall include cutting and plugging the existing aerial sewer main at the existing manhole and bridge abutment, removal of the existing pipe, removal of the existing hangars, pilings, proper disposal of the materials, all necessary coordination with PWC, and all necessary materials, labor, equipment, and incidentals to complete the work.

D-25 ABANDON AND GROUT FILL EXISTING SEWER

A. Payment under this item shall include all necessary costs to grout fill the existing sewer mains to be abandoned. Work shall include all costs to plug the sewer mains at the manholes, hoses, pumps, fittings, grout, and all labor, materials, equipment, and incidentals necessary to complete the work. Grouting of the sewer mains shall occur after PWC has accepted the new sewer main and laterals.

D-26 ABANDON EXISTING MANHOLE

A. Abandonment of existing manholes shall be measured by actual count, complete, in place, and payment will be made at the applicable unit price bid as listed in the Bid Form. Payment under this item shall include all necessary costs to abandon existing manholes as indicated on the plans. Work shall include all costs to remove the manhole cone, excavation, backfill of the manhole with select material or flowable fill, dewatering, removal and disposal of unsuitable material off site, proper disposal of the abandoned manhole, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. Abandonment of the existing manholes shall be completed after the sewer mains have been grout filled.

D-27 BORE AND JACK SEWER MAIN

A. Payment under this item shall include all necessary costs to install the casing and carrier pipe in accordance with the project requirements. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable permitting authority.

D-28 BORE AND JACK SEWER LATERALS

A. Payment under this item shall include all necessary costs to install the casing and carrier pipe in accordance with the project requirements measured by actual count, complete, in place and payment will be made at the applicable unit price bid as listed on the bid form. Work shall include all costs for excavation, shoring, removal and disposal of excess unsuitable material off site, bedding material, horizontal and vertical controls, bore steering mechanisms, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor, materials, equipment, installation of the lateral at the specified line and grade, and incidentals necessary to complete the work. Laterals will not be considered for payment until they are installed per PWC Standards.

D-29 FURNISH AND INSTALL CAM-LOCK RING & COVER

A. Payment under this item shall include all costs necessary to furnish and install cam-lock ring and cover on an existing manhole. Measurement shall be based on the actual number installed. Payment shall be made at the contract unit price per each. The unit price shall include removal and disposal of the existing ring and cover, any existing grade rings or masonry adjustment, any necessary excavation to remove and/or install the ring and cover or any manhole sections, preparation of the concrete surface as required, installation of the ring and cover shall be in accordance with PWC standard details, clean-up and proper disposal of all debris and excess material and all labor, materials, tools, and equipment necessary to complete the work.

D-30 RESTRAINED JOINT DUCTILE IRON SEWER MAIN IN CASING (OPEN CUT)

A. Payment under this item shall include all necessary costs to install the specified casing and carrier pipe using open cut method in accordance with the project requirements. Payment per linear foot shall be made at the applicable unit price as indicated on the Bid Form. Work shall include all costs for excavation, shoring, saw-cutting and removal of pavement, removal and disposal of excess unsuitable material off site, bedding material, steel casing, casing spacers, concrete grouting and closures, installation of the restrained joint ductile iron carrier pipe, backfill, compaction, and all labor, materials, equipment, and incidentals necessary to complete the work. The Contractor shall comply with all requirements for construction within the right-of-ways of the applicable permitting authority.

D-31 FURNISH AND INSTALL TEMPORARY MANHOLE

A. Payment under this item shall include all costs necessary to furnish and install any temporary manholes as specified on the plans. Payment shall be made at the applicable unit prices for each size and pay depth as indicated on the Bid Form. Work shall include all costs for excavation, backfill, removal and disposal of unsuitable material off-site, linings, inverts, pipe slides, dewatering, compaction, cutting and removal of pavement, proper disposal of waste, stone bedding, installation of the manhole in accordance with PWC standards, installation of the specified frame and cover, concrete collar, and all labor, materials, equipment and incidentals necessary to complete the work. Work shall also include all costs necessary to maintain sanitary sewer service during construction to include, but not limited to, maintenance of the manhole and laterals, pumping, hauling and proper disposal of waste for the duration of use of the temporary manhole.

*** 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 PWC</u>	<u>Type of Submittal</u>
5	Administrative Submittals
3	Construction Schedule
5	Shop Drawings
5	Product Samples
1	Preconstruction Video
5	Project Sign Sketch
5	Certificates of Compliance
5	Warranties

SUBMITTAL PROCEDURES

Transmit each submittal with a form acceptable to the Fayetteville Public Works Commission, clearly identifying the project, the Contractor, the enclosed material and other pertinent information specified in other parts of this section. The Contractor shall specifically identify variations from the Contract Documents and/or any Product or system limitations which may be detrimental to successful performance of the completed Work.

The Contractor shall revise and resubmit submittals as required, identify all changes made since previous submittals. Re-submittals shall be noted as such and shall direct attention to the revisions made. Re-submittals shall be handled in the same manner as the first submittal.

The Contractor shall distribute copies of reviewed submittals to concerned parties, with instructions to the party to promptly report any inability to comply with provisions.

ADMINISTRATIVE SUBMITTALS

All administrative submittals shall be prepared and submitted in accordance with the Submittal Checklist provided in these Contract Documents. All Preconstruction Administrative submittals must be submitted and approved prior to the release of Contractor's first Application for Payment. Construction Administrative Submittals must be submitted and approved prior to the

release of monthly pay applications. Post Construction Administrative Submittals must be submitted and approved prior to the release of the Contractor's Final Application for Payment.

CONSTRUCTION SCHEDULE

The construction schedule shall be prepared and submitted in accordance with Specification Section 01310. Three (3) copies of the schedule showing the first forty-five (45) calendar days of the work shall be submitted within 10 calendar days after the date of the Notice to Proceed. Three (3) copies of the proposed construction schedule for the entire Contract duration shall be submitted within thirty (30) calendar days after the date of the Notice to Proceed.

The construction schedule shall be revised to reflect comments by the Fayetteville Public Works Commission and updated monthly, depicting progress to the last day of the month. Two (2) copies shall be submitted to the Project Engineer no later than the Monday prior to each Monthly Progress Meeting.

Changes to the schedule shall be accompanied by a letter of explanation with appropriate reference and revision date on the schedule.

SHOP DRAWINGS

The Contractor shall submit for review shop drawings for concrete reinforcement, structural details, materials fabricated especially for this Contract, and/or materials for which such Drawings are specified or specifically requested by the Fayetteville Public Works Commission.

Shop drawings shall show the principal dimensions, weight, structural and operating features, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the Drawings.

When so specified, or if considered by the Fayetteville Public Works Commission to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.

The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such Drawings. The Fayetteville Public Works Commission will review and return the shop drawings within thirty (30) calendar days of receipt of such Drawings. Two (2) sets of the reviewed shop drawings will be returned to the Contractor by regular mail.

Project delays caused by failure to submit or rejection of submittals shall not be cause for additional compensation or Contract time extensions.

All shop drawings shall be submitted to the Fayetteville Public Works Commission through the Contractor. The Contractor is responsible for obtaining shop drawings from his subcontractors and returning reviewed Drawings to them. All shop drawings shall be prepared on standard size, 24-inch by 36-inch sheets, or smaller. All Drawings shall be clearly marked with the name of the project, Fayetteville Public Works Commission, Contractor, and pay item to which the drawing applies. Drawings shall be suitably numbered and stamped by the Contractor. Each shipment of Drawings shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

PRODUCT DATA

Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered.

Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

Product data shall include materials of construction, dimensions, performance characteristics and capacities, etc.

SAMPLE WARRANTIES

When warranties are called for, a sample of the warranty shall be submitted with the shop drawings. The sample warranty shall be the same form that will be used for the actual warranty.

WORK PRIOR TO REVIEW

No material or equipment shall be purchased, fabricated especially for this Contract, or delivered to the project site until the required shop drawings have been submitted, processed and marked either "APPROVED" or "APPROVED AS NOTED". All materials and Work involved in the construction shall be as represented by said Drawings.

The Contractor shall not proceed with any portion of the Work for which the design and details are dependent upon the design and details of equipment for which submittal review has not been completed.

Only submittals which have been checked and corrected should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting shop drawings to the Fayetteville Public Works Commission, the Contractor shall check thoroughly all such Drawings to verify that the subject matter conforms to the Contract Documents in all respects. Drawings which are correct shall be signed and dated by the Contractor's representative checking the submittal and shall include the following statement: "This shop drawing has been reviewed and approved with respect to means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto. The Contractor also warrants that this shop drawing complies with the Contract Documents and comprises no variation thereto." Once correct, they shall be submitted to the Project Engineer for Review. Drawings submitted without this statement shall be returned to the Contractor un-reviewed.

The review of shop drawings will be general and shall not relieve the Contractor of the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the Work required by the Contract Documents and for achieving the specified performance.

For submissions containing departures from the Contract Documents, the Contractor shall include proper explanation in his letter of transmittal. Should the Contractor submit for review equipment that requires modifications to the structures, piping, layout, etc. detailed on the Drawings, he shall also submit for review details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Fayetteville Public Works Commission, shall do all Work necessary to make such modifications.

SUBSTITUTIONS

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated in these Contract Documents, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which, in the opinion of the Fayetteville Public Works Commission, is equivalent to that specified or indicated may be offered as a substitute subject to the following provisions:

- a. Contractor shall submit for each proposed substitution sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Fayetteville Public Works Commission to determine if the proposed substitution is equal.
- b. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
- c. A list of installations, to include the owner's name and phone number, where the proposed substitution is equal.
- d. Where the acceptance of a substitution requires revision or redesign of any part of the Work, all such revision and redesign, and all new Drawings and details required therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to review of the Fayetteville Public Works Commission.
- e. In all cases the Fayetteville Public Works Commission shall be the sole judge as to whether a proposed substitution is to be accepted. The Contractor shall abide by the Fayetteville Public Works Commission's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item, or substitute, as specified. No substitute items shall be used in the Work without written acceptance of the Fayetteville Public Works Commission. The Fayetteville Public Works Commission reserves the right to reject any proposed changes and/or substitutions at their sole discretion, and is under no obligation to justify the decision.
- f. Acceptance of any proposed substitution shall in no way release the Contractor from any of the provisions of the Contract Documents.

Each submittal shall be complete in all aspects incorporating all information and data required to evaluate the products' compliance with the Contract Documents. Partial or incomplete submissions shall be returned to the Contractor without review.

Shop Drawing Distribution: The Contractor shall submit a minimum of five (5) copies of all shop drawings to the Fayetteville Public Works Commission for review. Shop drawings will be reviewed, stamped and distributed with the appropriate box checked either "APPROVED", "APPROVED AS NOTED", "NOT APPROVED" or "REVISE AND RESUBMIT". The Fayetteville Public Works Commission shall return three (3) copies to the Contractor and retain two (2) copies.

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

PRODUCT SAMPLES

Contractor shall furnish for review all product samples as required by the Contract Documents or requested by the Fayetteville Public Works Commission to determine compliance with the specifications.

Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show complete project identification, the nature of the material, trade name of manufacturer and location of the Work where the material represented by the sample will be used.

Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Fayetteville Public Works Commission and shall bear the Contractor's stamp certifying that they have been so checked. Transportation charges on samples submitted to the Fayetteville Public Works Commission shall be prepaid by the Contractor.

Fayetteville Public Works Commission's review will be for compliance with the Contract Documents, and comments will be transmitted to the Contractor with reasonable promptness.

Acceptable samples will establish the standards by which the completed Work will be judged.

PRE-CONSTRUCTION VIDEO

The Contractor shall document pre-existing conditions on the project site in accordance with these Contract Documents. This shall be done prior to Work beginning in the area. **The video shall be submitted to the Project Engineer before the first payment application can be released.**

PROJECT SIGN SKETCH

Prior to first application for payment, Contractor shall erect the specified number of project signs consisting of 4 feet – 0 inch by 8 feet – 0 inch by ¾ inch exterior grade plywood and hardwood edging on all four edges. The signs shall be mounted on two 4 inch by 4 inch wood posts. Posts shall be 6 feet – 0 inch on centers, and the center of the sign shall be located midway between posts. Top of sign shall be 6 feet – 0 inch above ground, and posts shall extend 2 feet – 0 inch below ground level (or deeper if required to ensure stability). The plywood shall be painted white, front and back. Hardwood edging and posts shall be painted black. All lettering shall be black and wording on the signs shall be as follows:

**FAYETTEVILLE PUBLIC WORKS COMMISSION
ANNEXATION V – PROJECT #**

PROJECT NAME

**ENGINEERING FIRM(or)
NAME OF FIRM
(Depending on the firm)**

**NAME OF GENERAL CONTRACTOR
GENERAL CONTRACTOR**

**ANNEXATION INFORMATION
HOTLINE 910-483-1382**

**FAYETTEVILLE PUBLIC WORKS COMMISSION
PROJECT ENGINEER**

The project sign(s) shall meet requirements of all local codes and ordinances. The Contractor shall submit a simple sketch to the Project Engineer for approval prior to ordering or erecting the sign. The submitted sketch shall show heights and spacing of lettering.

RECORD DRAWINGS

Upon completion of the Work, the Contractor shall provide two complete sets of drawings recording all changes to the work to indicate actual installation. Changes shall be noted in legible red letters. These changes shall include but are not limited to the following:

- 1) Change in lateral location
- 2) Change in pipe material
- 3) Change in manhole location
- 4) Location of ductile iron installed on existing AC water mains
- 5) Size, depth, and installed elevations of mains, laterals, force mains, and manholes
- 6) Location of valves, blow-offs, and other appurtenances

Completion of the Contractor's record drawings is a specific contract requirement, and final payment will not be made until these drawings and project manual (as required) have been submitted to and approved by the Project Engineer.

CERTIFICATES OF COMPLIANCE

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

WARRANTIES

Original warranties, called for in the Contract Documents, shall be submitted to the Fayetteville Public Works Commission. When warranties are required for an item, warranty shall be submitted prior to request for payment of that item.

When warranties are requested, a sample of the warranty to be provided shall be submitted with, and considered part of, the shop drawings.

The Contractor shall warrant to the Fayetteville Public Works Commission that all material and labor used in the construction are covered by his warrantee for a minimum of a one (1) year period (unless otherwise noted in these Contract Documents) upon approval and acceptance by the Fayetteville Public Works Commission. The Contractor shall replace or repair defects at no cost to the Fayetteville Public Works Commission during the warrantee period. No visible or potential leakage shall be allowed during the warrantee period.

PLACEHOLDER SCHEDULE OF SHOP DRAWING LOG

SCHEDULE OF SHOP DRAWING SUBMISSIONS									
Project: FAYETTEVILLE ANNEXATION PHASE V PROJECT XII CONSTRUCTION AREA 26					Engineer: _____				
Owner: Fayetteville Public Works Commission					Contractor: _____				
Submittal ID Number	Item	Expected Submit Date	Required by Date	Submitted to Project Engineer	Submitted to PWC/City	Returned to Project Engineer	Returned to Contractor	Status	Remarks
GC-01	Schedule of Shop Drawing Submissions								
GC-02	Project Sign Sketch								
GC-03	Schedule of Labor & Equipment Rates								
GC-04	Sample Property Owner Agreement								
GC-05	Executed Property Owner Agreement								
GC-06	Sample Dump Releases(s)								
GC-07	Executed Dump Releases(s)								
GC-08	Emergency Response Personnel								
GC-09	Preliminary 45-day Schedule								
GC-10	CPM Construction Schedule								
GC-11	Competent Person List								
GC-12	Pre-Construction Video								
GC-13	List of Subcontractor and Proposed work with Qualifications								
GC-14	City of Fayetteville Traffic Control Plan								
GC-15	NCDOT Traffic Control Plan								
GC-20	Contractor Certified Payrolls (To be submitted weekly)								
GC-30	Monthly Schedule Updates								
GC-40	MWBE Documentation for Contract Payments								
GC-100	One Set of As-Builts								
GC-101	O&M Manuals (IF APPLICABLE)								

Fayetteville Annexation Phase V
Project XII, Construction Area 26

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Shop Drawing Listing

*** END OF SECTION ***

**DIVISION 1
GENERAL REQUIREMENTS
01310 - CONSTRUCTION SCHEDULE**

1.01 WORK INCLUDED:

- A. This section specifies requirements and procedures in preparing and updating construction schedules and reports for planning, coordinating, executing and monitoring the progress of the work. The construction work shall be scheduled to be completed within the specified duration of the Contract.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Special Provisions
- B. General Conditions
- C. Submittals

1.03 SCHEDULING RESPONSIBILITIES

- A. The construction schedule will be used to monitor job progress. The Contractor will be responsible for providing all information concerning the sequencing, logic and durations of planned activities. The Contractor will be responsible for providing monthly update information on logic changes, percent complete, actual start and finish dates and duration changes. The Contractor will be required to produce the monthly, computerized printout of the schedule updates.
- B. Assembling the initial schedule in hand drawn or computer-generated (preferred) form is the responsibility of the Contractor.
- C. It should be clearly understood that the initial schedule and all update information must be provided by the Contractor and that this information is a representation of the best efforts of the Contractor and his subcontractors as to how they envision the work to be accomplished. Similarly, all progress information to be provided by and through the Contractor must be an accurate representation of his or his subcontractors' or suppliers' actual performance. The schedule shall at all times remain an accurate reflection of the Contractor's actual or projected sequencing of the work. Once accepted, adherence to the schedule shall be obligatory upon the Contractor and his subcontractor for the work under this Contract. Owner may require the Contractor to revise the schedule if, in the Project Engineer's judgment, the schedule does not accurately reflect the actual extension of the work, or is in violation of any provision of the Contract Documents. The Contractor shall provide the necessary information required to revise the schedule as often as is necessary during the course of performance of the work without additional cost to the Owner.

1.04 PROGRESS OF WORK

- A. The work shall be started on the date indicated in the Notice to Proceed and shall be executed with such progress as may be required to prevent delay to other contractors or to the general completion of this project. The Contractor shall at all

times, schedule and direct his work so that it provides an orderly progression of the work to completion within the specified Contract Time. The Contractor shall account for traffic control requirements, access of citizens within the work area and the requirements for timely restoration.

- B. The Contractor agrees that, whenever it becomes apparent from the current monthly schedule update that delays to the planned progress of work have resulted and these delays are through no fault of the Owner and hence, the Contract completion date will not be met, or when so directed by the Project Engineer, he will prepare a recovery schedule outlining steps to recover time and to complete the project on schedule.
- C. The Contractor shall submit for review a written statement of the steps he intends to take, to remove or arrest the delay to the schedule. The Contractor shall promptly provide such level of effort at no additional cost to the Owner. In addition, should schedule delays persist; the Contractor's surety will be asked to attend a schedule update meeting.
- D. Failure of the Contractor to comply with the requirements of this provision shall subject him to, at the Owner's sole discretion, withholding, in partial or in total, payments otherwise due the Contractor for work due under this Contract. The Contractor agrees that any withholding of monies is not a penalty for noncompliance, but is an assurance for the Owner that funds will be available to implement these requirements should the Contractor fail to do so, since failure of the Contractor to comply with these requirements shall mean that the Contractor failed to execute the work with such diligence as to ensure its completion within the time for completion.

CONSTRUCTION SCHEDULE

2.01 SCHEDULE REQUIREMENTS

- A. The schedule shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The schedule shall show how the start date of a given activity is dependent on the completion date of preceding activities how its completion restricts the start of succeeding activities. A time scaled precedence format will be followed. The schedule shall indicate the start date, completion date, and duration (in days), of each activity.
- B. The Schedule Activities shall be developed into two major groups:
 - 1. Construction Activities - Construction activities will be physical work activities that describe how the job will be constructed. Work shall include planned restoration and paving.
 - 2. Post Construction Testing, Start-up, Training and Close-out - Activities for this group shall include all work required satisfying appropriate specification

requirements sections and meeting the requirements of final completion. There are at least three (3) mandatory activities: Punch list, Final Walkthrough and Project Complete.

- C. The Contractor shall break the work into activity durations of one to twenty (1 to 20) working days each, except for non-construction activities (such as procurement of materials and delivery of equipment) and other activities that may require longer durations. To the extent feasible, activities related to a specific physical or geographic area of the project should be grouped on the schedule for ease of understanding and simplification. The selection and number of activities shall be subject to the review of the Project Engineer.
- D. Each activity on the schedule shall have indicated for it the following:
 - 1. Construction activities will be divided by easily recognizable division points such as stationing or street names, area of work, etc.
 - 2. A brief description of the activity will be included. If this description is not definitive, a separate listing of each activity and a descriptive narrative may be required.
 - 3. Where the contractor intends to perform work concurrently, a resource or crew identifier will be assigned to the activity to indicate parallel paths.
 - 4. Established PWC holidays and other non-work days will be excluded from the schedule.
- E. Failure to include on the schedule any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within the applicable Contract Time.
- F. A schedule which shows a completion of any portion of the construction work prior to the Contract Time dates may be accepted but in no event shall be acceptable as a basis for a claim for any delay against the Owner by the Contractor.

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 -