



Project # 274-PRCR-FY25Pickleball

Title: FY25 Pickleball Court Conversion

Issue Date: April 11, 2025

Due Date: May 14, 2025 no later than 3:00PM EST

LATE PROPOSALS WILL NOT BE ACCEPTED

Issuing Department: *Parks, Recreation and Cultural Resources Dept.*

Direct all inquiries concerning this RFP to:
Shangwen Liu, Capital Project Manager
Parks, Recreation and Cultural Resources
Email: shangwen.liu@raleighnc.gov

Table of Contents

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS

Advertisement for Bids
Bid Submittal Checklist (From below)
City of Raleigh - Proposal Form
Information for Bidders Regarding Compliance with the City of Raleigh's MWBE Program
Acknowledgment of MWBE Policy
Identification of MWBE Participation for Informal Project Bids
MWBE Program Forms
Contract for Construction/Repair
General Conditions
Supplementary General Conditions
Procedure for Reporting North Carolina Sales Tax
Appendix including
 Proposed Site Plans
 Technical Specifications

BID SUBMITTAL CHECKLIST

- Bid Proposal Form
 - Base bid in both written words and numerals
 - GC name and license number
 - Total bid proposal including base bid and alternates
 - Allowances (*refer to Bid Proposal Form and Specifications Division I*)
 - Acknowledgement of Addenda
 - Signature Page and, if applicable, corporate seal
 - Bidder Qualifications form
 - Non-Collusion Certification
 - Performance Policy Resolution
- Acknowledgment of City MWBE Policy
- Identification for MWBE Participation for Informal Project Bids Form
- MWBE forms

ADVERTISEMENT FOR BIDS
POSTED: APRIL 11, 2025
CITY BID NUMBER: #274-PRCR-FY25PICKLEBALL

Project: FY25 Pickleball Court Conversion

Owner: City of Raleigh, North Carolina, Parks, Recreation and Cultural Resources Department, 222 West Hargett St, Suite 608, Raleigh, NC 27601.
Contact: Shangwen Liu, Email: Shangwen.liu@raleighnc.gov

Sealed Bids will be received until May 14, 2025, no later than 3:00PM EST. **Bids will NOT be opened at a public forum.**

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A Non-Mandatory Pre-Bid Meeting will be held at April 16, 2025 at 10:00 a.m. beginning at Sanderford Road Park Tennis Court (2623 Sanderford Road, Raleigh, NC 27610) then Carolina Pines Park Tennis Court (2305 Lake Wheeler Rd, Raleigh, NC 27603)

Requirements for pre-bid submittals of an "or-equal" are required within ten (10) days of the issuance of the Advertisement for Bids and in accordance with Section 00200, Instructions to Bidders.

The Project consists generally of the following major items:

The permanent conversion of three (3) existing tennis courts at Sanderford Road Park and two (2) of the three (3) existing tennis courts at Carolina Pines Park into dedicated pickleball courts. The selected contractor (hereinafter referred to as "Contractor") shall be responsible for all aspects of the conversion, including but not limited to, site preparation, surface modification, line striping, fence and net installation, and all associated improvements necessary to ensure the courts meet or exceed USA Pickleball (USAP) professional standards and provide a high-quality playing experience.

The Contractor shall execute all work in strict accordance with the specifications and proposed site plans set forth in this contract. Upon completion, the Contractor shall provide the City with a five (5) year warranty covering all work, materials, and equipment, which shall commence on the date of City's formal approval of the completed installation. This warranty shall cover any defects in materials or workmanship and shall include provisions for repair or replacement, as necessary, during the warranty period.

With each request for Bidding Documents supply the following information: Company name, contact person, street address, phone number, and email address for Bidding point of contact; N. C. contractor's license with limitation and classification; indicate if the firm will be a Prime bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.

City of Raleigh

END OF DOCUMENT

CITY OF RALEIGH – PROPOSAL FORM
FY25 Pickleball Court Conversion
PROJECT # 274-PRCR-FY25Pickleball

City of Raleigh
Project Manager: Shangwen Liu
Parks, Recreation and Cultural Resources
222 West Hargett Street, Suite 608, Raleigh, North Carolina 27601

Date: April 11, 2025

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Supplemental Conditions, the Plans and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also carefully examined the site of the proposed work. The undersigned further agrees to sign a Contract for the work, if offered within ninety (90) days after receipt of Bids, and to furnish surety as specified, upon failure to do so, agrees to forfeit to the Owner, attached Bid Bond in the amount of 5% of the bid. The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the construction of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the City of Raleigh and in accordance with these documents within the time limit specified below.

Bidding submissions will follow a three-envelope submission process per the following:

- The Bid Bond should be attached as a separate file in the email. The file should be labeled with the 'Bid Bond' along with the project name, contractor's name, address, and license information.
- The completed Bid Form should be attached as a separate file in the email. The file should be labeled with the 'Bid Form', the project name, date and time of bid opening, contractor's name, address, and license information.
- All other required supporting documents should be attached in a third file. This file should be labeled with the project name, date and time of bid opening, contractor's name, address, and license information. Ensure that all required bid information is included in this file.

All submissions should be sent as attachments in a single email to the designated email address, with the subject line formatted as 'Bid Submission – Project Name – Contractor Name'.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: seventy (70) days from the date on the Notice to Proceed.
2. The Bidder agrees to comply with the City's policy to encourage bidders to use Certified MWBE businesses as specified in Division 00 MWBE Requirements.

The Bidder agrees to execute the work described and set forth in the Plans and Specifications for the amounts as follows:

1. Sanderford Road Park Pickleball Court – 2623 Sanderford Road, Raleigh, NC 27610

Base Bid: _____
(In written word)
\$ _____
(In numerals)

2. Carolina Pines Park Pickleball Court – 2305 Lake Wheeler Rd, Raleigh, NC 27603

Base Bid: _____
(In written word)
\$ _____
(In numerals)

(Note that the Owner’s Contingency shall only be used when pre-authorized in writing from the City. No mark-up shall be applied to reimbursable expenses.)

Total Bid Proposal (Base Bid):

(In written word)
\$ _____
(In numerals)

Name of General Contractor and License Number _____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

ALLOWANCES

Include in the base bid proposal the following allowance.

Allowance No. 1: Lump-Sum Allowance: Include the sum of \$5,000 for Owner's Contingency.

\$5,000 Dollars(\$)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no addenda were received: _____

Acknowledged for: _____
(Name of firm or corporation making bid)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

PROPOSAL SIGNATURE PAGE

The bidder is required to furnish surety as specified in the General Conditions. Upon failure to do so, the bidder agrees to forfeit to the Owner the attached cashier's check, certified check, or bid bond in the amount of 5% of the total bid proposal.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project.

Respectfully submitted this day of _____

By: _____
(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

Title _____
(Owner/Partner/Pres./V.Pres)

Address _____

ATTEST:

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

Email Address: _____

Office Phone Number: _____

(CORPORATE SEAL)

BIDDER QUALIFICATIONS:

The Bidder shall furnish the following information; designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Bid and Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the bidder in the last three years.

A. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

B. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

C. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

2. List previous contracting experience, including contract dollar amounts:

NOTE: The Bidder shall attach additional sheets of information as needed to provide above requested information.

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms:

In submitting this Proposal, the undersigned agrees that this Bid will remain in effect for a period of ninety (90) days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding:

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or to any competitor;
2. Unless otherwise required by law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business:

The undersigned hereby represents that it is a

_____ (corporation, partnership, or an individual)

If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Firm Name

Date

Authorized Signature

Title

Name of Project

Address of Business

Office Telephone Number

CONTRACTOR'S PERFORMANCE POLICY

RESOLUTION NO. (1992) -790

A RESOLUTION TO REGULATE THE PARTICIPATION IN THE CITY CONSTRUCTION PROJECTS BY CONTRACTORS WHO MAY NOT BE CAPABLE OF TIMELY AND PROPER COMPLETION OF CITY PROJECTS.

WHEREAS, The City of Raleigh wishes to minimize cost and inconvenience to the citizenry caused by the failure of contractors to complete projects in a timely manner in accordance with approved project schedules; and
Whereas, North Carolina law allows cities to award bids to responsible bidders and the inability to complete work on time is one indication of a lack of responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RALEIGH:

Section 1. That the City Manager may disqualify bidders from participation in bidding and award of contracts for city construction projects based on the following conditions existing simultaneously:

A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial payment estimate.

B. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty percent. The percentage or work completed will be the dollar value of the work completed as defined above divided by the current contract amount as defined above. The percentage of contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.

Section 2. The City Manager shall not include any late days, which are caused by the City in any of his calculations directed at determining bid status.

Section 3. All City construction project specifications shall contain a specific provision clearly outlining the policies set in this Resolution, including the criteria for determining whether a contractor is behind schedule, and the specifications shall clearly state the City's intent to enforce the provisions of this Resolution.

Section 4. The terms of the Resolution shall apply only to contracts for which the specifications for bidders are issued after the effective date of this Resolution.

Section 5. Any contractor who wishes to contest the decision of the City Manager declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Manager, the notice of appeal, and the contractor's current status on any other current City Contracts and its performance on any contracts to which the contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.

Section 6. Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this section.

Section 7. This Resolution is effective upon adoption Adopted 10/6/92

SIGNATURE

PRINTED NAME

TITLE

DATE

END OF CITY OF RALEIGH – BID PROPOSAL FORM

INFORMATION FOR BIDDERS REGARDING COMPLIANCE WITH THE CITY OF RALEIGH'S MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM

Policy

In accordance with North Carolina law, the City of Raleigh encourages and provides an equal opportunity for Certified Minority and Women-Owned Business Enterprises (MWBE) to participate in all aspects of the City's contracting and procurement programs.¹ The prime contractor or a first-tier subcontractor on a construction manager at risk (CMAR) project (collectively, "Bidder") shall be required to identify participation of MWBE businesses in its proposal, and document how that participation will be achieved. Bidders are subject to the City's MWBE subcontracting requirements (including good faith efforts as applicable), regardless if a Bidder is itself a Certified MWBE.²

The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding.

Definitions

Certified Minority Business (MWBE)

A business which:

- a. At least fifty-one percent (51%) is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more Minority Persons or Socially and Economically Disadvantaged Individuals;
- b. The management and daily business operations are controlled by one or more Minority Persons or Socially and Economically Disadvantaged Individuals; and
- c. Is certified in one of the MWBE categories as defined by the NC Department of Administration/Historically Underutilized Business (HUB) and the NC Department of Transportation/Disadvantaged Business Enterprise (DBE).

Minority Person

A person who is a citizen or lawful permanent resident of the United States and who is:

- a. Black, that is, a person having origins in any of the black racial groups in Africa;
- b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, Asia, the Indian subcontinent, or the Pacific Islands;
- d. American Indian, that is, a person having origins in any of the original peoples of North America; or
- e. Non-minority Female.

Socially and Economically Disadvantaged Individual

Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.³

¹ See, N.C.G.S. §§ 143-128.2, 143-128.4, 143-129, and 143-131.

² See, City of Raleigh SOP 505-2.

³ See, 15 U.S.C. 637.

Bidder Responsibilities

Bidders agree to comply with all the terms and conditions of the City of Raleigh's Minority and Women-Owned Business Enterprise (MWBE) Program. Bidders must use good faith efforts (if applicable) to meet participation goals through the award of subcontracts to certified MWBE businesses consistent with City policy and North Carolina law.

Pre-Bid Opening

The City's Solicitation Documents include forms that: (a) capture information about MWBEs and any other subcontractors or suppliers that a Bidder intends to use on a contract ("Identification of MWBE Participation") and (b) affidavits to be completed by the Bidder.

Identification of MWBE Participation

The "Identification of MWBE Participation" must be completed by the Bidder on the City's form and submitted with its bid. If the project work is to be self-performed by the Bidder, the Bidder must so designate by checking the appropriate box on the form. For all Bidders which will not be self-performing the project work, the "Identification of MWBE Participation" form must be completed in its entirety. The Bidder must list on the City's form all MWBE businesses which will be construction subcontractors, vendors, or suppliers (collectively, "Subcontractors") on the project, and the total dollar value of its bid that will be performed by MWBEs. The failure to complete the "Identification of MWBE Participation" form in its entirety, or the failure to submit a completed "Identification of MWBE Participation" form with its bid, will render the bid non-responsive and the Bidder's bid will not be considered for award. The City will only credit MWBE participation for those Subcontractors listed on the "Identification of MWBE Participation" form.

Affidavit A: Listing of Good Faith Efforts

If the Bidder intends to subcontract any portion of the project work on a contract, an Affidavit A must be properly executed and submitted with its bid, listing the good faith efforts the Bidder made to achieve MWBE subcontracting goals for the contract prior to submitting its bid. The Affidavit A must be completed using the City's form. A minimum of fifty (50) good faith efforts points is required, the failure to achieve at least 50 points is grounds for rejection of a bid.

Affidavit B: Intent to Perform Contract with Own Workforce

In lieu of an Affidavit A, a Bidder that intends to perform 100% of the project work on a contract with its own current workforce may submit an Affidavit B with its bid. In submitting an Affidavit B, a Bidder certifies that the Bidder does not customarily subcontract elements of this type of project, and normally performs, has the capability to perform, and will perform all elements of the project work on the contract with its own current workforce. The Affidavit B must be completed using the City's form.

The failure to submit a properly executed Affidavit A or Affidavit B with a bid will render the bid non-responsive and the bid will not be considered for award.

Bid Opening

At the project bid opening, the total MWBE participation for each bid will be recorded. Upon being named the apparent low bidder, the Bidder must comply with the following:

- a. If the Bidder submitted an Affidavit B with its bid indicating its intent to perform 100% of the project work on the contract with its own current workforce, then the Bidder is not required to resubmit its Affidavit B or to submit any additional affidavits (i.e., Affidavit C or Affidavit D). The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information relating to the Bidder's subcontracting history and its ability to perform all elements of the project work on the contract with its own current workforce.

- b. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price meets or exceeds the applicable goal, then the Bidder must submit to the City an Affidavit C within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete the Affidavit C in its entirety using the City's form.
- c. If the Bidder submitted an Affidavit A with its bid and the amount of MWBE participation as a percentage of the total contract price does not meet the applicable goal, then the Bidder must submit an Affidavit D to the City within three (3) business days after being notified by City Staff that it is the apparent low bidder. The Bidder must complete Affidavit D in its entirety on the City's form. In conjunction with the Affidavit D, the Bidder must include supplemental documentation of the good faith efforts made to meet the applicable goal. The City, in its discretion, may request that the Bidder submit additional information or documentation, including, but not limited to, information or documentation relating to any good faith efforts claimed by the Bidder, and completion of the City's Good Faith Negotiation Form and Solicitation Form. Good faith efforts can be demonstrated using, among other factors, the following:
 - i. Attending pre-solicitation or pre-bid meetings that are scheduled by the City to inform MWBE firms of contracting, subcontracting, and supply opportunities.
 - ii. Advertising in general circulation, trade association, or minority-focus media concerning subcontracting opportunities.
 - iii. Providing written notice, to a reasonable number of specific MWBE firms that their interest in the contract is being solicited, at least 10 days before bids are due, to allow MWBE firms time to participate.
 - iv. Following up initial solicitation of interest by contacting MWBE firms to determine with certainty whether the MWBE firms are interested.
 - v. Identifying and selecting portions of the work to be performed by MWBE firms in order to increase the likelihood of MWBE participation (including where appropriate, breaking down contracts into economically feasible units to facilitate MWBE participation).
 - vi. Providing interested MWBE firms with equal access to plans, specifications, and requirements of the contract.
 - vii. Negotiating fairly with interested MWBE firms, not rejecting MWBE firms as unqualified without sound reasons based on a thorough investigation of their capabilities.
 - viii. Using the services of the City's MWBE office; available minority community organizations; minority contractors' groups; local, state, and federal minority business offices; and other organizations that provide assistance in the recruitment and placement of MWBE firms.
 - ix. Assisting interested MWBE firms 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.
 - x. Assisting interested MWBE firms in obtaining bonding, insurance, or providing alternatives to bonding or insurance for Subcontractors.
 - xi. Negotiating joint venture and partnership arrangements with minority businesses to increase the opportunities for minority participation when possible.
 - xii. Provide for quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

For each unmet MWBE participation goal, for which an Affidavit D is submitted, a Bidder must earn at least fifty (50) good faith efforts points. The failure to achieve at least fifty (50) points is grounds for rejection of a bid. All

actions necessary to earn good faith efforts points must occur prior to bid opening. In determining whether a Bidder has made good faith efforts, the City will evaluate the efforts made by the Bidder and will determine compliance with regard to quantity, intensity, and results of these efforts prior to recommendation of award.

Post-Award

Payment

For purposes of this section the word "Contractor" means both the prime contractor and the CMAR for CMAR projects. The Contractor must submit a completed **Payment Affidavit - Subcontractor / Supplier Utilization Form** with each payment application, including periodic payments and final payment. Payment applications will not be processed by the City until a completed Payment Affidavit – Subcontractor/ Supplier Utilization Form is submitted. Within seven (7) days of receipt by the Contractor of a periodic or final payment from the City, the Contractor must pay each first-tier Subcontractor based on work completed or services provided under each subcontract. If the Contractor has made a quick pay commitment with any MWBE Subcontractor, they must comply with the provisions of their quick pay commitment.

Changing a Certified MWBE Subcontractor

If the situation arises that it becomes necessary to terminate, replace, or reduce the work of a MWBE Subcontractor counted toward a committed MWBE subcontracting goal, the Contractor must submit a completed **Request to Change MWBE Subcontractor** form to the applicable department project manager and the City's MWBE Program Manager. Any change in the work of a MWBE Subcontractor, including its termination and/or replacement, must first be approved by the City based upon good cause shown. Any further explanation or detail to the City in addition to what is identified in the Request to Change MWBE Subcontractor form must be on company letterhead. Good faith efforts shall apply to the selection of any substitute Subcontractor.

ACKNOWLEDGMENT OF MWBE POLICY

The City’s policy is to encourage bidders in the participation of MWBE businesses. A presentation of that policy has been made at the pre-bid or pre-proposal conference. By submission of a bid or proposal in response to this solicitation, the Bidder acknowledges consents to all the terms and conditions of the City of Raleigh Minority and Women-Owned Business Enterprise (MWBE) Policy. A copy of the policy may be provided upon request by the MWBE Program Office or online at www.raleighnc.gov.

Bidder recognizes that the City of Raleigh encourages and provides equal opportunity for MWBE businesses to participate in all aspects of the City’s contracting and procurement. The City’s MWBE participation aspirational goal is at least fifteen percent (15%) of the total contract amount to MWBEs on construction projects of \$300,000 or more and building related contracts of \$100,000 or more that include any State funding. The Bidder on the subject Contract/Proposal must document good faith efforts to provide meaningful participation by MWBEs in the performance of the Contract. Bidder agrees that the City may reject a bid for MWBE Policy violations, including but not limited to, providing inaccurate information or for failure to provide required MWBE documentation.

The Prime Contractor will be required to identify participation of MWBE businesses and how that participation will be achieved. Bidder must identify anticipated subcontractors, including any Minority & Women-Owned Businesses, intended to be used. Bidder further agrees, if awarded a Contract, it will, upon request, submit to the City, the proper affidavit identifying the workforce actually utilized on the Contract. All MWBE related bid documents have been provided to the Bidder. MWBE information provided by the Bidder is subject to the NC Public Records Act. Bidder acknowledges that the City must be notified of any change of subcontractors, suppliers, or subconsultants.

To the extent permitted by North Carolina law, the Bidder, their agents, officials, contractors, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract/Proposal. The Bidder further agree, to the extent permitted by law, to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated herein for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as provided by law. This provision shall be binding on the successors and assigns of the parties with reference to the subject matter of the Contract/Proposal.

I have read and understand the City of Raleigh’s MWBE policy.

Signature

Printed Name and Title

Company

Date



Minority and Women-Owned Business Enterprise Program (MWBE) Forms

BID FORMS	
DOCUMENT	SUBMISSION REQUIREMENTS
<i>For construction and repair projects that are less than \$300,000 provide the following:</i>	
<ul style="list-style-type: none"> Acknowledgment of City MWBE Policy Identification for MWBE Participation for Informal Project Bids Form 	Due with Bid
<i>For construction and repair projects of \$300,000 or more or for projects that are \$100,000 or more that include any State funding provide the following:</i>	
Acknowledgment of City MWBE Policy	Due with Bid
Identification of MWBE Participation <ul style="list-style-type: none"> List all MWBE firms intended to be used 	Due with Bid Complete Applicable Form: Formal, Informal, Professional
Affidavit A <i>Listing of Good Faith Efforts (GFE)</i> <ul style="list-style-type: none"> Earn at least 50 points 	Due with Bid (If self-performing, submit Affidavit B instead)
Affidavit B <i>Intent to Perform Contract with Own Workforce</i> <ul style="list-style-type: none"> Use only if you are self-performing 100% 	Due with Bid <ul style="list-style-type: none"> If using any subs or suppliers submit Affidavit A instead Affidavits C and D not required
Letter of Intent <ul style="list-style-type: none"> Bidder must submit a separate Letter of Intent for each MWBE subcontractor listed on Affidavit C or Affidavit D. 	Due within 3 business days of notice of being apparent LRRB.
Affidavit C <i>MWBE Subcontractor Utilization Commitment</i> <ul style="list-style-type: none"> Bidder meets the 15% MWBE Goal List all MWBE firms to be utilized 	Due within 3 business days of notice of being apparent LRRB.
Affidavit D <i>Good Faith Efforts (GFE) & Statement of Compliance</i> <ul style="list-style-type: none"> Bidder does not meet the 15% MWBE Goal Documentation of GFE to be provided Minimum of 50 points 	Due within 3 business days of notice of being apparent LRRB.
REPORT FORMS	
DOCUMENT	SUBMISSION REQUIREMENTS
Contract Subcontractor Identification Form	Due within 30 days of contract award.
MWBE Good Faith Negotiation and Solicitation Forms (Optional)	Due upon request by the MWBE office.
Affidavit E <i>Subcontractor Payment Form</i>	Each invoice and final payment request.
Request to Change MWBE Subcontractor <ul style="list-style-type: none"> Firm may replace MWBE subcontractor For cause and with approval of the City Good Faith Efforts apply. 	Due throughout entire contract period. Anytime MWBE subcontractor change(s)

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR CONSTRUCTION/REPAIR

THIS CONTRACT (the "Contract") is entered into by and between _____, hereinafter referred to as the "Contractor", and the City of Raleigh, a North Carolina municipal corporation, hereinafter referred to as the "City" for the project entitled: _____.

And for the not to exceed total Contract Amount of: _____ (in written word and numerals), unless changed by a duly authorized amendment or change order.

WITNESSETH:

WHEREAS, the City desires to procure a contractor to perform services; and

WHEREAS, the City has completed necessary steps for retention of construction/repair services under State law and applicable City policies; and

WHEREAS, the City has agreed to engage the Contractor, and the Contractor has agreed to contract with the City, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. Description of Work

The Contractor, at its own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following improvements:

-

In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

-

The Contractor shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the project engineer or of such other official, employee, or other agent of the City as the City may designate.

2. General Obligations of the Contractor

The Contractor will accept the prices specified in this Contract in full compensation and satisfaction for the performance of this Contract and as consideration of this Contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or an account of the performance of the work required by this Contractor, and for all risks of every description connected with the said work; and the Contractor shall be responsible for well and faithfully completing the whole work according to all applicable plans and specifications and the terms and conditions of this Contract.

3. Time of Commencement and Completion

The entire work required by this Contract shall be completed by the Contractor not later than _____ days after the date of Notice-to-Proceed.

4. Workmanship and Quality of Services/Warranties

All work under this Contract shall be done and performed to the satisfaction of the project engineer of the City of Raleigh, or of such other official, employee, or agent of the City as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

- 4.1. The Contractor, in executing this Contract, warrants that it will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.
- 4.2. It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Raleigh relating to work done in the public streets or other public property of the City. Particularly reference is made to the provisions of Part 11, Chapter 6 of the Raleigh City Code.

5. Compensation

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

- 5.1. Partial payments will be made to the Contractor by the City NET thirty (30) days after presentation of a true and accurate payment application to the City as certified by the Project Engineer or agent of the City.
- 5.2. All invoices must include the following Purchase Order Number _____.
- 5.3. Final estimate of the amount due to the Contractor will be made within thirty (30) days after the certified completion and final acceptance of all the work required by the Contract less retainage per Section 6. Payment to the Contractor by the City of the amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.
- 5.4. It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

6. Retainage

This section will only apply if this public construction contract pertains to a project in which the total project costs are equal to or greater than one hundred thousand dollars (\$100,000.00).

To ensure proper performance of the Contract, the City may retain five percent (5%) of the amount of each approved partial or periodic payment application until the project work is fifty percent (50%) complete, provided that the Contractor continues to perform satisfactorily and any non-conforming work identified in writing prior to that date has been corrected by the Contractor and accepted by the construction manager.

If the City determines the Contractor's performance is unsatisfactory, the City may reinstate retainage in the amount of five percent (5%) for each subsequent partial or periodic payment application until the Contractor's performance becomes satisfactory. The project shall be deemed fifty percent (50%) complete when the contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete. Following fifty percent (50%) completion of the project, the City may also withhold additional retainage from any subsequent periodic payment, not to exceed five percent (5%), in order to allow the City to retain two and one-half percent (2 ½%) total retainage through the completion of the project.

Within sixty (60) days after the submission of a pay request, the City with written consent of the surety shall release to the Contractor all retainage on payments held by the City if (1) the City receives a certificate of substantial completion from the architect, engineer, or designer in charge of the project; or (2) the City receives beneficial occupancy or use of the project. However, the City may retain sufficient funds to secure completion of the project or corrections on any work. If the City retains funds, the amount retained shall not exceed two and one-half (2 ½) times the estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.

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

7. Notices

Except as otherwise expressly provided in this Contract, all notices, requests for payment, or other communications arising hereunder shall be sent to the following:

City of Raleigh

Attn:

Title:

Address 1: P.O. Box 590

Address 2: Raleigh, NC 27602

Telephone:

E-mail:

Contractor

Attn:

Title:

Address 1:

Address 2:

Telephone:

E-mail:

8. Non-Discrimination

- 8.1. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.
- 8.2. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

9. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

To further this policy, the City has an aspirational goal of 15% participation by certified minority and women-owned businesses in City construction and repair contracts for building projects with a cost of \$300,000 or more or building projects with a cost of \$100,000 or more with state funding.

10. Assignment

This Contract may not be assigned without the express written consent of the City.

11. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

12. Insurance

Contractor agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this Contract:

12.1. Workers' Compensation Insurance:

Limits:

Workers Compensation:	Statutory for the State of North Carolina
Employers Liability:	Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

12.2. Commercial General Liability:

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the City's risk manager. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

12.3. Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit.

12.4. Additional Insured:

Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the minimum liability limits for General Liability and Automobile Liability.

The Additional Insured shall read 'City of Raleigh is named additional insured as their interest may appear'.

The Certificate Holder address should read:

City of Raleigh
Post Office Box 590
Raleigh, NC 27602-0590

12.5. Builders Risk Coverage:

Limits:

Minimum limit in the amount of total bid price. The Builder Risk policy must be endorsed to increase the limit of insurance for all change orders.

12.6. Policy Form:

Builder Risk coverage must be on a direct physical loss basis and contain no exclusion for theft, collapse or damage to foundations or underground structures, pipes or conduits.

12.7. Named Insured:

The Named Insured shall be The City of Raleigh, the Contractor, and all sub-contractors with a contractual assumption of responsibility for damage to the project.

All insurance companies must be admitted to do business in North Carolina and be acceptable to the City's risk manager. If the insurance company(s) is a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's risk manager for approval before

commencing work. Contractor shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the insurance company name and NAIC number clearly identified. The acceptance of or the review of Certificates of Insurance by the City does not relieve Contractor of any requirements in the Contract to provide specific insurance coverage required by the Contract, nor does the acceptance of or review of Certificates of Insurance covenant all insurance requirements have been met.

13. Surety Bonds

If Surety Bonds are required by the City for this project, the Contractor shall have furnished and attached hereto a performance bond and a payment bond each in the penal sum of the full Contract amount covering the faithful performance of the Contract and the payment of all obligations arising hereunder, in such form and content as the City may prescribe and with surety approved by the City. Should any surety upon the bond for the performance of this Contract become unacceptable to the City, the Contractor must promptly furnish additional security as may be required from time to time by the City to protect the interests of the City and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

14. Indemnity

14.1. To the fullest extent allowed by law, Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those Losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the Contractor, the Contractor's agents, or the Contractor's employees.

14.2. In matters other than those covered by subsection 14.1. above, and to the fullest extent allowed by law, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the Contractor or its Derivative Parties is a proximate cause of the Loss, liability, damage, or expense indemnified.

14.3. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the Contractor or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.

14.4. The Contractor's duty to indemnify, defend, and hold harmless described hereinabove shall survive the termination or expiration of this Contract.

14.5. Definitions:

14.5.1. For the purposes of this Section 14, the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under

applicable statutes or common law; or violation of applicable statutes or regulations.

14.5.2. For the purposes of this Section 14, the term “Loss” or “Losses” shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

14.5.3. For the purposes of this Section 14, the term “Derivative Parties” shall mean any of the Contractor’s subcontractors, agents, employees, or other persons or entities for which the Contractor may be liable or responsible as a result of any statutory, tort, or contractual duty.

15. Communications

If communications to the public and/or City employees are required as part of the Contractor’s scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan (“Communications Plan”) that must first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

For purposes of this Section 15, such written approval by the City shall be provided by electronic mail by the applicable City Communications Department employee who is responsible for reviewing and approving the Communications Plan, such electronic mail to be sent to the electronic mail address listed in Section 7, above, as part of the contact information for the Contractor representative identified in Section 7, above.

Among other things, the Communications Plan must establish whether the City or the Contractor will be responsible for sending any such communications to the public and/or City employees as required either by this Contract or the Communications Plan. The Communications Plan also shall include, but not be limited to, communications objectives, target audience, and deliverables (print, video, website, social, direct, or digital). The Contractor shall comply with the Communications Plan when communicating to the public and/or City employees pursuant to this Contract and the Communications Plan. All such communications shall comply with the City’s brand and communications guidelines, as the same may be amended or modified from time to time.

The City’s current brand and communications guidelines are incorporated into this Contract by reference and can be found on the City’s website here: <https://raleighnc.gov/doing-business/city-brand-guidance-vendors>.

For purposes of this Section 15, “Communications” is defined as any public or City employee facing information presented in channels such as, but not limited to, a website, mobile applications, social media, printed materials, vehicles, billboards, and videos.

15.1. Communications Plan Approval:

Any materials, messaging or outreach from the Contractor related to marketing and communications of any service or effort under this Contract must first be reviewed and approved by the City’s Communications Department. This is to ensure that the Communications Plan: (i) complies with the City’s brand and communication guidelines; (ii) integrates with the City’s other communications channels and digital strategy; (iii) meets

accessibility guidelines; and (iv) conforms to communications best practices with respect to general user experience.

15.2. Accessibility Requirements:

For web content that the Contractor is to make accessible to the public and/or City employees as part of an approved Communications Plan that is included in the Contractor's scope of work under this Contract, all web materials including, but not limited to, tools, mobile applications, and websites, generated by, or on behalf of, the Contractor must meet at least the mid-range conformance level, AA compliance of the current Web Content Accessibility Guidelines, as the same may be amended from time to time.

Any such web content generated by, or on behalf of the Contractor, as part of a Communications Plan associated with this Contract shall meet all standards of good cognitive web accessibility, which include the following:

15.2.1. Using proper headings and lists

15.2.2. Using unique links

15.2.3. Using alternative text and captions

15.2.4. Using more white space

15.2.5. Dividing content into more manageable pieces

15.2.6. Making forms manageable by breaking them into multiple, sequential steps

15.2.7. Providing a logical reading order

15.2.8. Being consistent with fonts, colors and locations of page elements

15.2.9. Offering keyboard access

15.2.10. Offering content in multiple formats

15.2.11. Understanding minimum contrast

15.3. Languages:

Digital sites/ tools that are for public use/consumption, including for use by City employees, under a Communications Plan associated with this Contract must have translation module (e.g., G-translate, Weglot) so that the service is available in all languages. At minimum, Spanish translation is required on all such digital sites/tools based on low English proficiency requirements:

15.3.1. In most cases, entities that are recipients of federal financial assistance through U.S. Department of Health and Human Services (HHS) must provide language assistance services in order to comply with their legal obligation to take reasonable steps to ensure meaningful access to their programs by persons with Limited English Proficiency (LEP).

15.4. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 15.

15.4.1. Contractor shall only provide to the City communications materials for which the City has rights to use, with written documentation of such use rights being provided to the City as requested from time to time by the City in its sole discretion.

15.4.2. All working files agreed upon for the specific Communications Plan shall be provided to the City Communications Department, i.e., text, graphics, charts and data, infographics, and original native files such as Illustrator, Excel, ArcGIS, etc. Following are the file format specifications:

15.4.2.1. Images: At least 300dpi for printing at actual size; 96dpi and at least 1920x1080px for digital/Web.

15.4.2.2. Video: Any video should be no less than Standard HD (1920x1080) but preferable 4k.

15.4.2.3. Text: Word document using accessibility best practices (heading structure, table of contents, and tables).

16. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City, as part of any advertising without prior written approval of the City.

17. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the “City Brand”) centered around the Raleigh tree mark logo (the “Tree Logo”). The City’s exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand. Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City’s Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

18. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

19. Termination

If the Contractor fails to perform the work described herein by the time allowances provided in Section 3 or fails to provide adequate staff and resources required to properly execute said work in a workmanlike and safe manner, the City can declare the Contractor in Default. If the Contractor fails to complete the work in the provided project duration as stated in Section 3 of this Contract, or fails to meet periodic schedules describing work sequence, or fails to comply with all appropriate local, federal, or state laws, rules and regulations, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default, take possession of the project and of all equipment, tools, materials thereon owned by the Contractor and call upon the surety or appropriate legal recourse to finish the work by whatever method deemed expedient.

20. Laws/Safety Standards

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

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

20.4.2. Environmental Protection:

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

20.4.3. Employee Education and Training:

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

21. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this section, the provisions of this section shall control.

22. Miscellaneous

- 22.1. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage. The Contractor shall keep the job sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the job sites, and completely prepare the project and site for use by the City.
- 22.2. The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.
- 22.3. This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

23. Right of Audit and Examination of Records

- 23.1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.

- 23.2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with Contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- 23.3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- 23.4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- 23.5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- 23.6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- 23.7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- 23.8. If an audit discloses overpricing or overcharges by the Contractor or Subcontractor in excess of one percent (1%) of the total contract billings, the Contractor shall reimburse the City for the cost of the audit.
- 23.9. Contractor shall ensure that all contracts with any subcontractors provide the City with an equivalent right to audit as contained herein.
- 23.10. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

24. Incorporation of Documents/Complete Agreement

This Contract, and any documents incorporated below, represent the entire Contract between the parties and suspend all prior oral or written statements, agreements or Contracts.

Specifically incorporated into this Contract are the following attachments, or if not physically attached, are incorporated fully herein by reference:

- Bid Advertisement/City-issued bid document
- Contractor's Bid-response document
- Procedure for N.C. Sales Tax Reporting
- Performance Bond (w/Power-of-Attorney)
- Payment Bond (w/Power-of-Attorney)
- Certificate of Insurance

- General Conditions
- Special or Supplemental Conditions
- Job Specifications
- SDMWOB Affidavits/documentation
- Other (Describe) _____

In case of conflict between this Contract and any of the incorporated attachments or references listed above, the terms of this Contract shall prevail.

25. E – Verify

Contractor shall comply with *E-Verify*, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 *et seq.* In addition, to the best of Contractor’s knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 *et seq.* In cases of conflict between this Contract and any of the above incorporated attachments or references, the terms of this Contract shall prevail.

26. Iran Divestment Act Certification

Contractor certifies that, as of the date listed below, it is not on the final divestment list as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the Contract any subcontractor that is identified on the final divestment list.

27. Companies Boycotting Israel Divestment Act Certification

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

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by digital signature, under seal, on the respective dates below, and this Contract shall be effective upon the date of the City's signature.

CONTRACTOR:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

_____(SEAL)
Signature

Signature

Name

Name

Title

Choose an item.

Title

Choose an item.

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

_____(SEAL)
City Clerk (or designee)

Name

Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Chief Financial Officer (or designee)

City of Raleigh Contract ID Number xxxxxxxxxxxx

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
01	Definitions of Terms	GC-2
02	Applicable Requirements	GC-3
03	Contract Bid Guaranty and Security	GC-3
04	Notice & Service Thereof	GC-4
05	Intent of Drawings and Specifications	GC-4
06	Present Documents Govern	GC-5
07	Contractor's Shop Drawings	GC-5
08	Instructions, Minor Changes, Etc.	GC-6
09	Examination of Work by Contractor	GC-7
10	Materials, Services and Facilities	GC-7
11	"Or Equal" Clause	GC-8
12	Testing of Materials	GC-8
13	Inspection of Work By Other Parties	GC-8
14	Authority of the Designer/Engineer	GC-9
15	Prohibited Interests	GC-9
16	Rejections of Work and Materials, and Owner's Right to Do Work	GC-9
17	Royalties and Patents	GC-10
18	Contractor's Superintendence and Personnel	GC-10
19	Lines, Grades, and Measurements	GC-10
20	Layout of Work	GC-11
21	Permits, Licenses, and Impact Fees	GC-11
22	Laws and Regulations	GC-11
23	Subcontracting	GC-11
24	Subcontractors	GC-12
25	Assignments	GC-12
26	Insurance Requirements	GC-12
27	Land and Rights-of-Way	GC-12
28	Protection of Work, Property and Persons	GC-12
29	Prior Use by the City	GC-13
30	Cleaning Up and Site Access	GC-14
31	Disposal of Waste Materials from Any Construction	GC-14
32	Changes in the Work	GC-14
33	Modifications and Price Proposals	GC-14
34	Time for Completion, Liquidated Damages and Time Extensions	GC-16
35	Weather Delay Time Extensions	GC-17
36	Payments to Contractor	GC-18
37	Stored Materials	GC-19
38	Payments Withheld	GC-19
39	Schedules, Reports and Records	GC-20
40	City's Right to Terminate	GC-21
41	Final Acceptance of Work and Final Payment	GC-21
42	Construction Inspection	GC-22
43	Quality Control	GC-22
44	Daily Report of Construction	GC-22
45	Guarantee and Correction of Work	GC-23
46	Drawings and Specifications	GC-23
47	Differing Site Conditions	GC-24
48	Variations in Estimated Quantity	GC-24
49	Warranty of Construction	GC-24
50	Contractor Evaluation	GC-25

1. DEFINITIONS OF TERMS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Addenda" shall mean written or graphic instruments issued prior to the execution of the agreement, which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Architectural Supplemental Instructions" shall mean the information that allows an architect to provide additional instructions or make minor changes without having to re-work the entire construction plan.

"Authorization Request" shall mean the final action in approving a cost or change event. It may result in a change in the project's cost of work, general conditions or overheads, contingency, or other item which is included in the contract amount.

"Bad Weather Day" shall mean a day when construction Work cannot be performed and is attributable to unusual weather phenomena as defined herein.

"Bid" shall mean the offer or Proposal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" shall mean any person, firm, or corporation submitting a Bid for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

"Change Order" shall mean the adjustment of the contract of time, or addition or deduction to the overall contract price. A Change Order shall be an amendment to the contract and requires approval by the City of Raleigh through the City Council or City Manager.

"Change Order Directive (COD)" shall mean an instrument used to provide written notice for the Contractor to proceed with the work directed by the Designer or Owner prior to issuance of a formal request for change proposal or change agreement by the Contractor.

"Consultant" shall be defined as the professional services firm employed by the City or Owner.

"Contract Documents" shall consist of Advertisement for Bids, Proposal, Bid Bond, Contract, Contract Performance Bond, Payment Bond, Instructions to Bidders, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, and Drawings and any other pertinent documents. The intent of these documents is to include all materials, appliances, tools, labor, and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

"Contract Price" shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

"Contractor" or "General Contractor" shall mean the individual, firm, or corporation undertaking the execution of the Work as an independent Contractor under the terms of the Contract and acting through his or its agents or employees.

"Cost or Change Event" shall mean a directive to perform work resulting from a proposed change. There may or may not be costs associated with the work. It is initiated as a proposal from the Contractor and sent to the Designer for review. If approved by the Designer, the Designer forwards it to the Owner as a recommendation from the Designer in the form of an Authorization Request.

"City" shall mean City of Raleigh.

"Designer" shall mean the professional architectural and/engineering firm and/or its subconsultants that are responsible for the project design and have placed their professional seals on the construction documents. Can also be noted as "Engineer".

"Drawings" shall mean the part of the Contract Documents, which show largely through graphical presentation the characteristics, design and scope of the Work to be performed and which have been prepared or approved by the City.

"Final Acceptance" shall be defined as concurrence between the Designer and the Owner to accept the project from the contractor. Final acceptance of the project shall not be considered before the final inspection is conducted. Final acceptance does not infer the lack of claims on a project.

"Liquidated Damages" shall mean the amount reasonably estimated in advance to cover the consequential damages associated with the City's economic loss in not having the use of the project for its intended purposes resulting from the Contractor's failure to complete the project by the completion date.

"Modification" shall mean the process of incorporating agreed changes or alterations made to a contract. A contract modification may introduce, revise or cancel specifications, delivery period, price, quantity or terms of an existing contract, while leaving its overall purpose and effect intact.

"Notice of Award" shall mean the written notice to the successful bidder of the acceptance of the bid as approved by the City Council. Notice may be issued in person or via regular mail, certified mail with receipt of delivery, or email with receipt of delivery.

"Notice to Proceed" shall mean written communication issued by the City or its Designer to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work. Notice may be issued in person or via regular mail, certified mail with receipt of delivery, or email with receipt of delivery.

"Owner" shall mean City of Raleigh.

"Owner's Contingency" shall mean the amount of funds included in the contract that represents the Owner's best estimate of funds to provide for allowances and to address unforeseen circumstances or other conditions that may arise during the construction of the project.

"Project" shall mean the undertaking to be performed as provided in the Contract Documents.

"Project Manager" shall be the individual or individuals assigned to coordinate the project and insure that City procedures are followed, and the quality of Work is up to the standards expected.

"Request for Proposal" shall mean an offer by a contractor, in response to a request issued by the Designer or Owner for the purpose of requesting an equitable adjustment for a proposed change to an existing contract.

"Shall" is mandatory; "may" is permissive.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data, which are prepared by the Contractor, Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

"Specifications" shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and Workmanship specified for this Project.

"Subcontractor" shall mean an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

"Substantial Completion" shall mean that date determined by the City when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so the Project or stipulated part can be fully utilized for the purposes for which it is intended.

"Supplemental General Conditions" shall mean a part of the Contract Documents consisting of modifications or additions to the General Conditions.

"Superintendent" shall mean the Contractor's authorized on job representative designated in writing by the Contractor prior to commencement of any Work

"Supplier" shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

"Surety" shall mean the bonding or insurance company that represents the Contractor and that assumes responsibility for the completion of the project should the Contractor, for any reason, become unable to complete the project.

"Time Extension" shall mean an increase in the length of time specified in a contract resulting in a revised contract completion date.

"Work" of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery, and other equipment and things useful or necessary in order to complete the Contract.

"Written Notice" shall mean the notification either in handwritten, computer generated, typed, or email form that communicates information or directives.

2. APPLICABLE REQUIREMENTS

The Work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the City, State, or Federal agencies. In the event of any conflict between the terms of this

GENERAL CONDITIONS

Engineering Services – Construction Management

V March 2019

Contract and such codes, laws, and regulations, the codes, laws, and regulations shall prevail. If the Contractor performs any Work contrary to such codes, laws, or regulations he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.

3. CONTRACT BID GUARRANTY AND SECURITY

BID GUARRANTY: Bidders shall furnish a bid guaranty in the form of cash, a certified cashier's check issued by a responsible bank or trust company insured by the Federal Deposit Insurance Corporation, made payable to the City of Raleigh, or a Bid Bond issued by a surety licensed to conduct business in the state where the Project is located. The amount of such guaranty shall be equal to 5% of the bid price. The Bid security of the successful Bidder will be retained until the Contractor has executed the Contract and furnished the required Contract security, whereupon it will be returned; if the Contractor fails to execute and deliver the Contract and furnish the required Contract security within ten (10) calendar days of the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of any other Bidder who the Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of (1) the seventh day after the executed Contract is delivered by the Owner to Contractor and the required Contract security is furnished or (2) the sixty-first day after Bid opening. Bid security of other Bidders will be returned within ten (10) days of the Bid opening.

SECURITY: The Contractor shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price if the base bid price exceeds \$300,000. However, the City may impose this requirement on any contract in excess of \$30,000. Bonds given shall meet the requirements of the law of the State of North Carolina including but not limited to G.S. 143-129 and G.S. 44A-26. The surety on each Bond shall be a surety company satisfactory to the City and duly authorized to do business in the State of North Carolina.

The Contractor shall also furnish other bid security or bonds that may be required by various Federal, State or Local authorities having jurisdiction as a condition of obtaining permits.

4. NOTICE AND SERVICE THEREOF

Any notice to Contractor from the City relative to any part of this Contract shall be in accordance with the City's Form of Contract.

5. INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the Drawings, Specifications/project manual and all other documents comprising the Contract Documents, is that the Contractor shall be held responsible to provide and pay for all labor, materials, tools, power, water, equipment, transportation, and other facilities necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the City.

The Drawings, Specifications/project manual, and all other documents comprising the Contract Documents, shall be supplementary to each other, and any material, Workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Construction Contract, General Conditions, Supplemental General Conditions, Project Special Conditions, Technical Specifications, large-scale drawings, and small-scale drawings.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Designer for the City, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Each section or type of Work is described separately in the Technical Specifications. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the City an arbiter to establish limits to the contracts between the Contractor and Subcontractors, nor shall such separation be interpreted as superseding normal construction trade jurisdictions. Should any item of material, equipment, Work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. The Contractor shall, in regard to every section of the Specifications and Drawings of articles, materials, operations, or methods:

1. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
2. Perform according to conditions stated, each operation prescribed.
3. Provide therefore all necessary labor, equipment and incidentals.

Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission or order of the City is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the City.

Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the City for the entire Contract and the execution of all Work referred to in the Contract Documents.

The Designer for the City may (without changing the scope of the Work) furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

6. PRESENT DOCUMENTS GOVERN

The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or Workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or Workmanship in any particular location. The Contract Documents for this job shall govern the Work.

7. CONTRACTOR'S SHOP DRAWINGS

Absent of more detailed Shop Drawing and Submittal Requirement Provisions noted elsewhere in the Contract or Administrative Specification Requirements, the provisions outlined below shall be followed:

Within thirty (30) consecutive days after the issuance of the Notice to Proceed, the Contractor shall submit a schedule for the submission of all shop drawings, product data, samples, and similar submittals to the Designer. The schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the Designer. Pay applications shall not be approved until the submittal schedule has been submitted.

The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.

Shop Drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.

Shop Drawings must be approved by the Designer before the Work in question is performed. Drawings for false Work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Contractor's Shop Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his Shop Drawings with the approved Drawings and Specifications.

It is the responsibility of the Contractor to review and approve all Shop Drawings for compliance with the contract documents, with signed evidence of review by the Contractor, before same are submitted to the Designer for approval. Shop Drawings that have not been reviewed and approved by the Contractor will not be approved.

Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has reviewed and approved the Shop Drawings and that the Work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with Work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Contractor.

The Contractor shall furnish the Designer at least six (6) hard copies of all Shop Drawings for approval. Shop drawings may also be electronically submitted for approval utilizing construction/project management software. Either the Designer or the Contractor shall be the license holder of the software, house the software program on its server, and provide access to the City via a secured password and username. The Designer shall review required submittals promptly, noting desired corrections, if any, and retaining three (3) copies for his use. The remaining copies will be returned to the Contractor by the Designer for his use not later than twenty-one (21) days from the date of the receipt for multiple disciplines or fourteen (14) days from the date of receipt for single discipline. The Contractor shall furnish the required submittals with sufficient information and accuracy to obtain required approval of any item with no more than three submittals. Designer will record time beyond the initial three submittals for reviewing subsequent submittals of shop drawings, samples, or other items requiring approval and the Contractor shall reimburse the Owner for the charges for such time accrued by the Designer. The Contractor shall also be responsible for any delays to the project's schedule resulting from additional reviews.

The Contract Price shall include the cost of furnishing all Shop Drawings and the Contractor will be allowed no extra compensation for such drawings.

The approval of such Shop Drawings shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the Designer has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Contractor does call such deviations to the attention of the Designer, he shall state in his letter if such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

8. INSTRUCTIONS, MINOR CHANGES, ETC.

All changes, alterations or instructions regarding any feature of the Work that differ from the Drawings and Specifications must be approved in writing in all cases, and no verbal orders will be regarded as a basis for claims for extra Work.

If the Contractor claims that any instruction by Drawings for a change or otherwise involves extra cost or an extension of time, he shall notify the Designer in writing within ten (10) days after the receipt of such instruction and, in any event, before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.

No extra Work is to be performed or any change made that involves any extra cost or extension of time unless approved through an Authorization Request.

The Designer shall have authority, however to order minor changes in the Work not necessitating a cost event or change order, and not inconsistent with the intent of the Contract Documents. Such minor changes shall be affected by written order, bulletin drawing, or supplemental architectural instructions and shall be binding to the Owner and the Contractor.

9. EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor, has by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

The Contractor shall, in good Workmanlike manner, do and perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary Works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage, which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the Contractor and that the subcontractor acts on this Work as an agent or employee of the Contractor.

10. MATERIALS, SERVICES AND FACILITIES

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of Work, in accordance with accepted industry practices within the time specified in the Contract.

If at any time during the construction and completion of the Work covered by these construction documents, the language, conduct, or attire of any Workman of the various crafts be adjudged a nuisance to the Owner or Designer, or if any Workman be considered detrimental to the Work, the Contractor shall order such parties removed immediately from the ground.

Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located

so as to facilitate prompt inspection. No product that has in any way become unfit for the intended purpose shall be incorporated into the Work.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Designer, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Designer, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

11. "OR EQUAL" CLAUSE

In accordance with G.S. 133-3, whenever a material or article required is specified or shown on the Drawings and/or Specifications by using the name of the proprietary product or of a particular manufacturer or vendor, the Designer shall denote that the quality standard of the article desired is the intent and the Contractor is not restricted to the specific brand, make, or manufacturer so named. The Designer shall specify three or more examples of items of equal or equivalent design. Any material or article that will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function. The opinion of the Designer shall be final, and no substitute material or article shall be purchased or installed without such written approval.

Any proposed substitutions of materials, items, or equipment of equal or equivalent design shall be submitted to the Designer for approval or disapproval prior to the opening of bids. Proposed substitutions shall only be submitted by the prime contractors. No requests from subcontractors, manufacturers or suppliers will be accepted.

12. TESTING OF MATERIALS

Unless otherwise specifically provided for, testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Designer and Owner. All laboratory tests shall be paid by the Owner unless provided otherwise in the contract documents. The Contractor shall furnish evidence satisfactory to the Designer that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

The Contractor shall pay for the laboratory tests to establish design mixes for concrete, asphalt, mortar and other materials proposed for use on the project, and for additional tests to prove compliance with contract documents where materials have tested deficient except where the testing laboratory did not follow the appropriate testing procedures as defined in the Specifications.

13. INSPECTION OF WORK BY OTHER PARTIES

The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the City and authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Designer or other City representatives at the site of the Work shall not be construed to, in any manner, relieve the Contractor of the responsibility for strict compliance with the provisions of the Contract Documents.

All Work shall be inspected by the Designer or the Owner's or its Consultants prior to being covered by the Contractor. The Contractor shall give a minimum of two weeks' notice unless otherwise agreed to

by all parties. Not less than 48 hours prior to inspection or testing, the Contractor shall coordinate said events with the Designer, Owner, and/or respective parties. If the inspection fails after the first re-inspection, all costs associated with additional re-inspections, including travel, per diem, testing, etc. for the Designer or his authorized representative and the Owner's Consultants, shall be borne by the Contractor.

If the Specifications, City's instructions, laws, ordinances, or an authority having jurisdiction require any Work to be specially tested or approved, the Contractor shall give the Designer timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Designer shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor having secured all certificates of inspection will deliver same to the Designer upon completion. If any Work should be covered up without approval or consent of the Designer, Project Manager, Special Inspector, it shall, if required by the Designer, be uncovered for examination at the Contractor's expense.

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of Work, any materials and construction thereof, the decisions of the Designer shall be final and conclusive and binding upon all parties to the Contract.

14. AUTHORITY OF THE DESIGNER/ENGINEER

The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Designer. The Designer shall decide all questions relating to measurements of quantities; the character of the Work performed and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Designer.

The approval of the Designer of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Contractor shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him.

Where drawings or specifications are sealed by the Engineer, in lieu of Designer, these same provisions shall apply to the Engineer.

15. PROHIBITED INTERESTS

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

16. REJECTIONS OF WORK AND MATERIALS, AND OWNER'S RIGHT TO DO WORK

All materials and equipment furnished, and all Work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or Work shall be removed immediately. If rejected materials, equipment, or Work is not removed within forty-eight hours from the date of letter of notification, the Designer shall have the right and authority to stop the Contractor and his Work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or Work at the cost and expense of the Contractor. All rejected materials, equipment,

or Work shall be replaced with other material, equipment, or Work that conforms with the Drawings and Specifications at no additional cost to the City.

Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective Work shall be made good regardless of whether such Work, material, or equipment has been previously inspected by the Designer and accepted or estimated for payment. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, nor the Designer shall relieve the Contractor from responsibility for negligence or faulty material or Workmanship or failure to comply with the drawings and Specifications.

If during the progress of the Work or during the period of guarantee, the Contractor fails to prosecute the Work properly or to perform any provision of the contract, the Owner, after seven days' written notice sent in person or via email with delivery confirmation or certified mail, return receipt requested, to the Contractor from the Designer, may perform or have performed that portion of Work. The cost of the Work may be deducted from any amount due or to become due to the Contractor, including retainage, such action and cost of same having been first approved by the Designer. Should the cost of such action of the Owner exceed the amount due or to become due to the Contractor, then the Contractor or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

17. ROYALTIES AND PATENTS

The Contractor shall hold and save the City and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

18. CONTRACTOR'S SUPERINTENDENCE AND PERSONNEL

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent, and the necessary assistants competent to supervise the Work involved, shall be assigned to the Project by the Contractor and shall be present at the site when Work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Designer prior to start of the Work. The Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor.

Only persons skilled in the type of Work that they are to perform shall be employed. The Contractor shall maintain discipline and good order among his employees and shall not employ on the Work any unfit person or persons or anyone unskilled in the Work assigned him. The Contractor shall insure that all employees maintain proper respect and courtesy for the any persons/individuals on the project site or in adjacent off-site areas.

19. LINES, GRADES AND MEASUREMENTS

Such stakes and markings as the Designer may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.

The Contractor must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work and shall be responsible for any damage or defective Work caused by his failure of such care and caution. The Contractor shall promptly notify the Designer of any errors or discrepancies he may discover in order that the proper corrections may be made.

20. LAYOUT OF WORK

The Contractor shall lay out its work from established base lines and bench marks indicated on the drawings, and shall perform all construction layout, computations and staking from the baseline information and control points shown on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Designer / Owner.

Prior to the start of any layout work, the Contractor shall provide the names and license numbers of the professional land surveyors and/or engineers, licensed in the State of North Carolina, who will be in charge of their survey for the project.

During initial site layout and before existing conditions are disturbed, the Contractor shall verify the basic survey data provided on the contract drawings. Verification shall be initiated from the point(s) shown on the contract drawings and shall include, as a minimum, benchmark elevations, horizontal control points, and sufficient spot checks of critical elevations to ensure that the survey data adequately reflects existing conditions.

The Contractor will provide the Designer and Owner with a copy of the initial, intermediate (as necessary to adequately define an area of concern) and final survey information in a PDF and Auto CADD drawing file, and a point data file in electronic data format which contains the survey control found (or established) in the field by the surveyor. The Auto CADD drawing file will be based on the coordinate system indicated on the contract drawings and will also show street r/w and property corners, easements, and the proposed improvements.

21. PERMITS, LICENSES, AND IMPACT FEES

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured by the Contractor. Costs for permits, licenses, and impact fees may be included in the total contract amount as an allowance. Refer to the bid documents or Supplemental General Conditions.

22. LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable Federal, State, and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and City in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, he shall herewith report the same, in writing, to the Designer. The Contractor shall always observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the City and its agents against any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.

23. SUBCONTRACTING

The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the Contractor proposed to perform it have been declared in the Proposal to the Contract. Within thirty (30) days after award of the contract, the Contractor shall submit to the Designer and Owner a list giving the names and addresses of subcontractors, and equipment and material suppliers he proposes to use together with the scope of their respective parts of the Work. Should any subcontractor be disapproved by the Designer or Owner, the Designer or Owner shall communicate its decision to the Contractor. The Contractor shall present substitutions to the Designer

and Owner for approval. If the subcontractor is listed on the MWBE affidavits, another MWBE subcontractor with similar certification/classification shall be substituted.

THE CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE CONTRACTOR SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE CONTRACTOR FOR WHICH THE CITY OF RALEIGH SHALL NOT BE OBLIGATED TO PAY. ALSO, THAT ANY WORK DONE BY THE SUBCONTRACTOR AND NOT MEETING THE SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE AT HIS OWN COST.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

24. SUBCONTRACTORS

Within seven (7) days after award of the construction contract, the Contractor shall submit to the Designer and to the Owner's Representative, a list giving the names and addresses of subcontractors they propose to use, together with the scope of work and their respective parts of the work.

The Designer may furnish to any subcontractor, upon written request, evidence regarding amounts of money requested to be paid to the Contractor regarding the portion of the subcontractor's work; provided however, that the Contractor has sufficiently broken down the request to allow such determination.

The Owner reserves the right to limit the amount of work, or the percentage of work, to be subcontracted as hereinafter specified.

25. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City.

26. INSURANCE REQUIREMENTS

Review the City of Raleigh Form of Contract and Supplemental Conditions for the specific insurance requirements.

27. LAND AND RIGHTS-OF-WAY

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements secured by the City or required of the Contractor and shall conduct his Work in accordance with requirements thereof including the giving of notice.

The Contractor shall provide at his own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

28. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be required to protect all Work and materials against damage or injury from the weather. If, in the opinion of the Designer, any Work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or Work shall be removed and replaced at the expense of the Contractor.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other

persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall provide continuously sufficient illumination at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. The Contractor shall, where necessary, provide and maintain access to and from all adjacent properties as directed by the plans and Specifications, or the Designer, or the Owner's Representative, for street rights of way, along the line of his Work. He shall abide by the Manual on Uniform Traffic Control Devices (MUTCD) for any street closures or traffic control.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify Owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor shall, prior to commencing other on-site Work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and placement during construction. He shall notify the Designer promptly on discovery of any conflict between the Contract Documents and any existing facility.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of Work, the Contractor, upon notification to the Designer, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra Work shall be submitted to the Designer within ten (10) days of the date of performing such Work or deviations in the manner prescribed for a cost event or change order. The Designer will evaluate and determine if the claims asserted by the Contractor warrant a cost event or change order and will make a recommendation to the Owner.

All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the utility responsible and hold the City harmless from the result of any damage that may occur as a result of the Contractor's activities.

See the City's Form of Contract and the Supplementary Conditions for additional safety requirements.

29. PRIOR USE BY CITY

Prior to completion of the Work, the City may take over operation and/or use of the uncompleted Project or portions thereof. The Contractor must agree to the prior use, and it must not prevent the Contractor from completing the Work. Such prior use of facilities by the City shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract Documents.

Where the City has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract Work items remain outstanding, the City, at its option, may, in lieu of all or a proportion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for a period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

30. CLEANING UP AND SITE ACCESS

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or Work. Upon completion of the Work, the Contractor shall remove all his equipment, tools, materials, and other articles from the property of the City. Delivery of construction materials and equipment shall be only from locations approved by the City.

31. DISPOSAL OF WASTE MATERIALS FROM ANY CONSTRUCTION

Disposal of all waste material from construction sites shall be made in strict accordance with all State laws and City ordinances pertaining to disposal of construction or hazardous waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property, a letter from the property Owner shall be furnished to the Owner or its representative granting the Contractor or his agent(s) such permission and listing the requirements made by the property Owner on the Contractor, if any.

32. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the Work, an adjustment may be authorized by a cost event or change order.

The Contractor must assert any request for an adjustment to the contract price, performance schedule, or both, in writing no later than 10 days from the Contractor's first knowledge of the change, or its right to assert such request for equitable adjustment shall be considered waived. Under no circumstance shall any pending request for adjustment or dispute excuse the Contractor from proceeding with its performance, as changed. The Owner, in its sole discretion, may receive and act upon any request for equitable adjustment at any time before final payment.

The Designer, also, may at any time, make changes in the details of the Work as may also be approved by the Owner. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Designer unless the Contractor believes that such change entitles him to a change in contract price, time, or both, in which event he shall give the Designer written notice thereof within five (5) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of authorization from the Owner or the Designer.

33. MODIFICATION AND PRICE PROPOSALS (Form is attached at the end of the General Conditions)

The City may issue modification and price proposal requests for changes during the contract. The Contractor shall submit itemized price proposals including those for all subcontractors and sub-tiers for any such requests. The format used by the City for an adjustment in accordance with this term shall be a Request for Proposal (RFP). The Contractor's proposal shall be submitted within 10 days, or as otherwise directed by the Department, of the Contractor's first knowledge of the proposed change or receipt of the RFP. The City or Designer may also issue a Notice to Proceed associated with the request for proposal should it be determined to be in the City's best interest.

The proposal shall include a detailed breakdown of all labor, equipment, materials, supplies, overhead and profit costs for both the contractor and all subcontractors at any tier to allow a review of the proposal. Material, labor, equipment and other direct cost shall be summarized and totaled as construction direct costs in the proposal. Overheads, profit, and bond shall be added as appropriate line items shown as indirect or soft cost in the proposal. Cost estimates or pricing detail backup shall be completely itemized to include direct labor man-hours, individual craft, and hourly wage rate. Include verifiable labor burden (including craft fringes, FUI, SUI, and FICA) as a separate line item.

All subcontractor proposals shall include this same level of breakdown and detail and shall be so noted in the Contractor's proposal. The contractor shall provide copies of any quotations that have been received in regard to the proposal and shall ensure that adequate competition has been obtained such that the proposal is fair and reasonable. Any credit for deleted work shall also be reflected on the proposal.

Such proposal shall also include a detailed justification for any time extension request that is being requested as part of the equitable adjustment. Any time extension request that arise from the proposal shall be clearly noted, shall identify the specific activity or activities involved, and shall depict the changes necessary in the project schedule in order to accomplish the change. The contractor is advised that any request in contract period must demonstrate that there has been an increase in the critical path for completion of the project that is directly attributed to the change. The contractor shall provide a revised project schedule incorporating any time extension resulting as part of the equitable adjustment.

Lump sum cost estimates or price proposals shall be rejected and returned to the Contractor for itemization as described above. Failure of the Contractor to submit properly itemized cost estimates or price proposals shall not constitute an excusable delay. The equitable adjustment shall not include increased costs or time extension for delay resulting from the Contractor's failure to provide notice or to diligently continue performance. No proposal from the Contractor for an equitable adjustment shall be allowed if not asserted within time frames in this clause.

Following is a Sample Quotation Form for Cost Change Proposals:

Project:

Brief Description of Change:

1.	Materials / Products (itemized breakdown / quotes attached) Attach additional sheets as required.	\$ _____	1
2.	Owned Equipment (list each item separately)*	\$ _____	
	Rental of Equipment (list each item separately)*	\$ _____	
	Subtotal	\$ _____	2
	TOTAL of 1 + 2	\$ _____	A
3.	Labor (itemized breakdown)	\$ _____	3
4.	Insurance (Worker's Compensation, Social Security, or as otherwise required or specified): % [Capped at <u>30%</u>]	\$ _____	4
	TOTAL (A) + 3 + 4	\$ _____	B
5.	Overhead and Profit { <u>15%</u> of Total (B)}**	\$ _____	5
	TOTAL (B) + 5	\$ _____	C
6.	Sales Taxes on Total (A)	\$ _____	6
	TOTAL of (C) +6	\$ _____	D
7.	Subcontracted Work (if applicable in a similar breakdown (through total (D). Profit and overhead allowance is 15%)	\$ _____	7
8.	Prime Contractor's overhead and profit on item 7 sub-		

contractors' bids (5%)***	\$ _____	8
TOTAL of 7 + 8	\$ _____	E
TOTAL of (D) + (E)	\$ _____	F
9. Performance/Payment Bonds on total (F)	\$ _____	9

Extension of time requested: _____ calendar days
 (Time extension request must be provided with detailed schedule information noting the activities on the critical path that are affected by the change)

Notes:

- *- Include current schedules with each request if equipment is involved.
- **_- In case of deductible changes, this figure will be ten percent (10%).
- ***- In case of deductible changes, this figure will be zero percent (0%).

The contractor may submit for approval recent audited financial statements performed in accordance with generally accepted accounting procedures to help establish an overhead rate for this project. Absent of this information, the rates noted above shall apply.

Where the extra Work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and the City, the value of the change shall be computed by application of unit prices based on quantities, estimate or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by more than 15%. In such cases, either party may elect to negotiate a new unit price, based on actual costs, or apply the unit prices in the original bid/proposal subject to the Variations in Estimated Quantity requirement.

34. TIME FOR COMPLETION, LIQUIDATED DAMAGES AND TIME EXTENSIONS

The time of completion is expressed as the number of calendar days from the Notice to Proceed. It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning, rate of progress and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range prevailing in this locality.

The Contractor shall commence work as outlined in the Notice to Proceed and shall fully complete all work hereunder within the time of completion stated. For each day in excess of the contract completion number of days, the Contractor(s) shall pay the Owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.

The Contractor acknowledges that delays will damage the Owner, but also acknowledges that proof of such damages would be difficult and costly for both parties to determine, and that the injury to the Owner which could result from a failure of the Contractor to complete the Project on schedule is uncertain and cannot be computed with exact precision. In order to liquidate in advance the delay damages that the Owner will be entitled to recover from the Contractor in the event of unexcused delays in the completion of the Project, the Contractor agrees that it will pay, and that the Owner may retain from the funds otherwise

to be paid to the Contractor, the following Liquidated Damages and additional Owner Engineering Expenses and Other Fees, which sums are agreed upon as a reasonable and proper measure of damages which the Owner will sustain by failure of the Contractor to complete Work within the time stipulated, and as Owner's sole and exclusive remedy for any such delays

Owner's Liquidated Damages:

\$500/Day

It is further agreed that time is of the essence for this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence for this Contract.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor or that of their subcontractor at any tier, including but not restricted to unavoidable casualties; by acts of God or of the public enemy; by acts of the Government in either its sovereign or contractual capacity; by acts of another Contractor in the performance of a contract with the City; by fires; by floods; by epidemics; by quarantine restrictions; by strikes; by freight embargoes; by unusually severe weather exceeding the average climatic conditions in that area of the Work or by any other causes which the Designer and Owner determine may just the delay, then the contract time may be extended by change order for the time as determined to be reasonable.

Time extensions under this provision do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages is limited to delays caused solely by the Owner or its agents. Contractor caused delays shall be accounted for before Owner or Designer caused delays in the case of concurrent delays.

Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

35. WEATHER DELAY TIME EXTENSIONS

As noted in the General Conditions Clause entitled, TIME FOR COMPLETION, LIQUIDATED DAMAGES AND TIME EXTENSIONS, if the contract is delayed at any time in the progress of his Work by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed, then the contract time may be extended by change order only for the time which the Designer and Owner may determine is reasonable. The methods to be used for determining the weather delay time extensions are as outlined in this section.

Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where Work is performed. The time for completion includes an allowance for bad weather days based on climatological data and is adjusted to reflect the number of working days per month, which would be affected.

For the purposes of determining the extent of a delay attributable to unusual weather phenomena, please see the table below which notes the maximum number of days by month that can be considered "bad weather" days. For the purposes of this contract, bad weather days to be anticipated are defined as follows:

- a. Days on which precipitation exceeds 0.10 inch.
 - b. Days on which the temperature fails to exceed 40 degrees F average.
- (A day, which qualifies on criteria for both precipitation and temperature, shall be counted as one day.)

Bad weather working days to be included in the contractor's schedule are:

Month	Days	Month	Days	Month	Days
January	17	May	7	September	5
February	15	June	4	October	3
March	5	July	5	November	9
April	4	August	5	December	10

The Contractor shall note actual job site weather conditions on the daily report of construction, along with work performed and any effect of weather conditions on the scheduled activities. Tabulations of weather conditions on the job site, and any effects of weather on the critical path activities, shall be totaled on a monthly basis as work progresses. Periods where weather conditions are more favorable than anticipated shall also be accounted in the weather analysis. If the total accumulated number of working days lost to bad weather exceeds the total number tabulated above, the time for completion will be extended by the difference. Time of completion will not be adjusted for actual bad weather days which total less than the number included in the tabulation.

No weather delays shall be considered for building or structure construction after the building or structure has been dried in, unless such other Work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. This determination will be made in consultation between the Designer and Owner.

36. PAYMENTS TO CONTRACTOR

Cost Breakdown – The Contractor shall be prepared to submit a cost breakdown / schedule of values immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications and shall be further subdivided into labor and materials. The Contractor shall use forms similar to the AIA G702 & G703 Forms for cost breakdown and payment requests. Other pay request forms as provided or approved by the Owner may also be used.

Applications for payment shall be submitted to the Designer for review and certification prior to submittal to the Owner for payment. Applications that have not been certified by the Designer shall be rejected by the Owner and returned to the Contractor. Designers will forward certified pay applications to the Project Manager for prompt payment. The pay application shall include the following information:

1. Total of the contract including change orders or approved authorization requests.
2. Value of Work completed to date.
3. Less 5% Retainage (see additional clarification in this section).
4. Less previous payments.
5. Current amount due.
6. The Contractor shall provide a sales tax statement certifying the amount of sales taxes paid for the Work provided under the contract. Manufacturers are not exempt from paying North Carolina sales taxes for providing an item directly to the City of Raleigh. If you have any questions about the sales tax requirements for the state of North Carolina, please contact the North Carolina Department of Revenue at (919)707-0880.
7. Updated progress schedule reflecting scheduled and actual completion percentages for the overall project as well as activity progress.

As specified in G.S. 143-134.1(b), within seven (7) days of receipt of payment by the Contractor of each periodic or final payment, the Contractor shall pay its subcontractor(s) based on Work completed or service(s) provided. If any periodic or final payment to the subcontractor is delayed by more than seven days after receipt of periodic or final payment by the Contractor, the Contractor shall pay the subcontractor interest, beginning on the eighth day, as a rate of one percent (1%) per month or fraction thereof on the unpaid balance as is due.

In accordance with G.S. 143-134.1(b1), no retainage on periodic or final payments made by the Owner or Contractor shall be allowed on public construction contracts in which the total project costs are

less than one hundred thousand dollars (\$100,000). When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor, if the Contractor continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by the designer or Owner has been corrected and accepted by the designer or Owner. If the Owner determines that the Contractor's performance is unsatisfactory, the Owner may reinstate retainage.

Each pay application shall reference the Owner's assigned purchase order number.

Materials and Work Covered by Partial Payments - All materials and Work covered by progress payments shall, upon payment thereof, become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which payments have been made, or the restoration of any damaged Work.

37. STORED MATERIALS

In the preparation of partial estimates, the Owner **may** authorize payment for material delivered to the site and preparatory work done to be taken into consideration subject to the following requirements:

- 1) The materials have been submitted and approved for use on the project.
- 2) The materials are satisfactorily stored to protect the materials for their intended use.
- 3) The Contractor has provided a detailed paid bill of sale or invoice that notes the type and quantity of material included on the invoice, complete with a schedule of unit price values, such that the material inventory can be tracked during installation.

The Contractor shall provide inventory control schedule with each partial payment request that reflects that type of stored material, quantity, unit prices, a schedule noting opening, used that period and ending inventory of materials and total summary of stored material amount being requested on the partial estimate. A copy of a suitable form that may be used by the Contractor is included as an attachment.

The Contractor acknowledges that it has responsibility to insure and protect such stored materials under the terms of its bond and insurance coverage with the Owner, and to maintain such stored materials in proper condition for installation and to fulfill the contract requirements when installed. Payment for the materials as described shall constitute a transfer of title to the Owner but such transfer does not relieve the Contractor of the responsibility to inspect, safeguard and protect the stored materials until they are incorporated into the permanent work. Payment for the materials does not constitute the start of any warranty, either express or implied, as such action shall not begin until the installation is complete and the work accepted.

The Contractor shall be responsible for the safety and security of subject materials and assume all risk for loss of materials.

Materials delivered to the Contractor at locations other than the project site may also be taken into consideration if, in addition to the above, the Contractor provide evidence the materials are being stored in a secured and protected facility and environment. The location for such storage shall be approved by the Designer / Owner.

38. PAYMENTS WITHHELD

The Designer may recommend to the Owner to withhold payment for any of the following reasons:

- a. Faulty Work not corrected.
- b. The unpaid balance on the contract is insufficient to complete the Work in the judgment of the Designer.
- c. To provide for sufficient contract balance to cover liquidated damages that will be assessed.

- d. Evidence that subcontractors have not been paid.

39. SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Designer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Designer may request concerning Work performed or to be performed.

The Contractor shall submit to the Designer within thirty (30) days after the issuance of the Notice to Proceed schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. The basic project schedule shall be presented at the preconstruction meeting and no partial payments shall be made until it has been submitted to the Designer and City. The Designer shall specify acceptable scheduling or project management software programs, type of schedule methodology, either bar chart or critical path, to be utilized by the Contractor in reflecting the construction project's progress. The Contractor shall provide the schedule to the Designer and Owner electronically and in hard copy. See supplemental conditions if there are preferred scheduling software required by the Designer and/or Owner and any specific scheduling requirements.

Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of Work by trade and by area, level, or zone, and shall schedule dates for all salient features, including, but not limited to the placing of orders for materials, submission of shop drawings, and other submittals for approval, approval of shop drawings by Designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections and completion of the final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

Critical Path Method (CPM) schedule is required for all formal projects. The CPM schedule shall be in time-scaled precedence format. It shall be drawn or plotted with activities grouped or zoned by Work area of subcontract as opposed to random format. The CPM schedule shall be time-scaled on a weekly basis and shall be drawn or plotted at a level of detail or logic which will schedule all salient features of the Work to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all commissioning, required inspections, and completion of final punch list(s). Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The CPM will identify and describe each activity, state the duration of each activity, the calendar dates for the early and late start and the early and late finish of each activity, and clearly highlight all activities on the critical path. "Total float" and "free float" shall be indicated for all activities. Float time shall not be considered for the exclusive use or benefit of either the Owner or the Contractor but must be allocated in the best interest of completing the Work within the contract time. Extensions to the Contract time, when granted, will be granted only when equitable time adjustment exceeds the total float in the activity or path of activities affected by the change.

A cumulative progress-versus-time curve for the activities shall be shown. The vertical scale shall represent cumulative project progress and the horizontal scale shall represent time. Scheduled cumulative progress shall be calculated and plotted on the scale. Actual progress shall be calculated with each payment and plotted as work progresses. This project earnings curve indicating scheduled earnings vs. actual earnings shall generally be plotted and reflected as an earnings "S" curve. The Contractor shall submit this as a schedule of payments that they anticipate they will earn during the course of the Work.

The Contractor shall submit updated schedules at each monthly meeting or at the request of the Designer or Owner. If any activities are behind schedule, the Contractor must indicate in writing what

measures will be taken to bring each activity back on schedule and to ensure that the contract completion date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the Designer when: (1) the Contractor's report indicates delays, that are in the opinion of the Designer or Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled completion date is brought into question; or (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions are in process or have been approved; or (3) the Contractor desires to make changes in the logic (sequencing of Work) or the planned duration of future activities of the CPM schedule which, in the opinion of the Designer or Owner, are of a major nature. The plan of action, when requested by the Designer or Owner, shall be submitted to the Designer and Owner, within five calendar (5) days of the request. The recovery schedule, when required, shall be submitted to the Designer and Owner, within five (5) calendar days of the request.

Failure to provide updated construction schedules, plans of action, or recovery schedules, as requested or required, shall be considered grounds for rejection of pay applications.

40. CITY'S RIGHT TO TERMINATE

See the City of Raleigh Form of Contract concerning the City's right to terminate.

41. FINAL ACCEPTANCE OF WORK AND FINAL PAYMENT

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Owner's Representative or Consultant as failing to conform with the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Final Acceptance shall occur when the Designer and Owner mutually agree to accept the project from the contractor. Final acceptance of the project shall not be considered before the final inspection is conducted. Final acceptance of the project may occur prior to correction of punch list items.

Final Inspection: Upon notice from the Contractor that his Work is completed, the Designer and Owner shall make a final inspection of the Work and shall notify the Contractor of all instances where his Work fails to comply with the Drawings and Specifications, as well as any defects he may discover. Deficiencies shall be recorded on a "punch list" and the Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.

Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price, cost events, and change orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final clean up.

The final payment of monies or retained amount due the Contractor for the contract shall not become due until the Contractor has furnished to the Owner, through the Designer, an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this contract. To the event that the Contractor cannot obtain similar affidavits from sub-contractors to protect the Contractor and the Owner from possible liens or claims against the sub-contractor, the Contractor shall state in his affidavit that no claims or liens exist against any sub-contractor to the best of his (the Contractor's) knowledge, and, if any appear afterward, the Contractor shall hold and save the Owner harmless.

The final payment may not be processed until the Designer has certified that the project has been completed in accordance with the contract Specifications and drawings.

Final acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the City. Payments otherwise due the Contractor, including Retainage, may be withheld by the City because of defective Work not remedied and unadjusted damage to others by the Contractor or Subcontractors, vendors or laborers.

All requests for final payment must be submitted within 60 days after the Work has been completed and accepted by the City. All requests are subject to final approval and audit by the City of Raleigh.

42. CONSTRUCTION INSPECTION

The Contractor shall maintain an adequate inspection system and perform all inspections to ensure that the work performed under this contract, including that of all subcontractors, is performed per the contract requirements. The Contractor shall maintain complete inspection records and shall make them available to the City. All work shall be conducted under the general direction of the Contractor. As referenced in Section 13, Inspection of Work by Other Parties, all work is subject to City inspection and tests at all places and at all reasonable times before final acceptance to ensure compliance with the terms of this contract. Such inspections by the City are for the benefit of the City and do not relieve the Contractor of its responsibility for providing adequate inspection and control measures for its work and the work of its subcontractors. Such inspections do not constitute any acceptance of the work by the City unless such partial acceptance is done in writing by the City and clearly indicates the scope of work that is being accepted by the City.

As stated in Section 16. Rejection of Work and Materials and Owner's Right to Do Work, the Contractor shall promptly replace or correct work, without charge, that is found to be in non-conformance with contract requirements unless, in the City's interest, the City consents to accept the work with an appropriate adjustment in the contractor price.

The Contractor shall promptly segregate and remove any rejected work or materials from the work area. If the contractor does not promptly remove or correct defective or rejected work, the City may replace or correct the work and charge the cost to the Contractor or terminate the contract for Default.

43. QUALITY CONTROL

The contractor shall develop and implement a quality control system on subject project to ensure the construction is performed per contract requirements. The quality control system shall consist of plans, procedures, and organization necessary to produce an end-product, which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The system shall also include all work performed by its subcontractors. The Contractor's project superintendent, separate quality control manager or other designated individual will be appointed by the Contractor to be responsible for the quality of work on the job site. The designated individual shall have the authority to require corrective action for work found to not be in compliance with the contract requirements. Deficiencies and non-conforming work shall be tracked until they have been corrected and found to be in compliance with requirements. Results of quality control inspections shall be documented on the daily report of construction.

44. DAILY REPORT OF CONSTRUCTION

The Contractor's appointed representative shall provide a daily report of construction for each day work is performed on the project. The report is a requirement of the contractor's inspection of construction requirement to ensure all work is performed in compliance with contract requirements. Failure to provide a complete and accurate daily report may result in payment being withheld until the Contractor satisfactorily demonstrates that the work has been inspected. The report, at a minimum, shall include items as noted below to adequately describe the work:

- a. List of Prime and any subcontractors at the site.
- b. Numerical count of personnel at the site by tradecraft or subcontractor.

- c. A list of all construction equipment on site.
- d. High and low temperatures, general weather conditions.
- e. Accidents (provide specific accident information reports).
- f. Meetings and significant decisions.
- g. Work performed by location, description and firm
- h. Quality control inspections, tests and records.
- i. Unusual events.
- j. Stoppages, delays, shortages, losses.
- k. Emergency procedures taken.
- l. Inspection results or requests of governing authorities.
- m. Changes received, implemented.
- n. Services connected, disconnected.
- o. Equipment or system tests and start-ups.
- p. Any partial or substantial completions, occupancies.
- q. Quantity measurements, weight tickets or invoices to document pay items.

The Contractor shall prepare a daily construction report, recording the information concerning events at the site and submit copies to the Designer or Owner, by noon of the following workday (electronic format is acceptable). Each daily report is to be certified / signed by the authorized Contractor representative as to the facts, accuracy and completeness of the information in the daily report.

A copy of the Contractor's proposed daily report format is to be provided to the Designer or Owner for approval prior to construction.

45. GUARANTEE AND CORRECTION OF WORK

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final payment application nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the City, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period as defined in the Supplemental Conditions. In the event that the Contractor should fail to make repairs, adjustments or other remedy that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred.

46. DRAWINGS AND SPECIFICATIONS

At the Notice of Contract Award, the Designer will furnish the Contractor an electronic disk or similar electronic file containing all technical contract documents. This file will include a complete set of drawing files and technical specification files which have all amendments incorporated. The disk will contain drawing files in CADD format and technical specifications in PDF format.

The electronic CADD files and the PDF files are being provided for the Contractor's use in printing hard copies of contract documents. In addition, native CADD files are provided in accordance with "AS-BUILT DOCUMENTS" paragraph for the Contractor's use in developing and maintaining as-built plans.

The Contractor shall:

- 1) Check all drawings furnished immediately upon receipt;
- 2) Compare all drawings and verify the figures before laying out the work;
- 3) Promptly notify the Designer and City of any discrepancies;

- 4) Be responsible for any errors which might have been avoided by complying with paragraphs above;
- 5) Reproduce and print contract drawings and specifications as needed;
- 6) Maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work, including all approved shop drawings, with such drawings and specifications made available for use by the Designer and City; and,
- 7) Maintain at the job office, a day-to-day, "as-built" record of work-in-place that is at variance with the contract documents as required in the As-Built Drawing provision of the specification.

Omissions from the drawings or specifications or the inaccurate description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or inaccurate described details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

47. DIFFERING SITE CONDITIONS

Should the Contractor encounter subsurface or latent conditions, or both, at the site, materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, the Contractor shall immediately, and in no event later than ten (10) days later, give notice to the Designer / Owner of such conditions before they are disturbed. The Designer and Owner shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the drawings or indicated in the specifications, they shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease in the Cost of the Work resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, neither the Owner nor the Designer shall be liable or responsible for additional Work, costs or changes to the Work that should have been reasonably determined from any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review or that should have been reasonably discovered by the Contractor through site observations or through the performance of its obligations pursuant to this Agreement.

48. VARIATIONS IN ESTIMATED QUANTITIES

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price for such item shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Designer / Owner within 10 days from the beginning of the delay. Upon the receipt of a written request for an extension, the Designer / Owner shall ascertain the facts and, if justified, make an adjustment for extending the completion date.

49. WARRANTY OF CONSTRUCTION

The Contractor shall unconditionally warrant materials and workmanship against defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or date of beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.

If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Owner takes possession.

The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Owner,
- (3) Enforce all warranties for the benefit of the Owner, if directed by the Owner.

Where items of equipment or material carry a manufacturer's warranty, or an extended warranty required by the specifications, for any period in excess of twelve (12) months, then the manufacturer's warranty or extended warranty shall apply for that piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

Additionally, the Owner may bring an action for latent defects caused by the negligence of the Contractor for defects which are hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

50. CONTRACTOR EVALUATION

The Contractors overall Work performance on this project shall be fairly evaluated by the Owner and the Designer for determining qualifications to bid on future City projects. In addition to the final evaluation, interim evaluations may be prepared during the progress of the project. The Owner may also request the Contractor's comments to evaluate the Designer's performance.

CITY OF RALEIGH COST CHANGE PROPOSAL
 Authorizing use of Owner's Contingency Allowance with Construction Contract

Contractor Name & Address: Date:

Project Name & ID: CCP No.

Note: If CCP is a credit to the Owner's Contingency Allowance, please enter amounts as negative.

Description of Change:

1	Products	(Itemized breakdown attached)	<input type="text"/>	
2	Rental of Equipment		<input type="text"/>	
		Subtotal of line 1 + line 2=	\$ -	ITEM A
3	Labor	(Itemized breakdown attached)	<input type="text"/>	
4	Insurance	(Worker's Comp, SS, etc.) <input type="text"/> % of line 3, 30% max	\$ -	
		Subtotal: (ITEM A)+line 3+line 4=	\$ -	ITEM B
5	Overhead & Profit		\$ -	
	15% of ITEM A if add or 20% of ITEM B if deduct	<input type="text"/>	0.00	
		Subtotal: (ITEM B)+line 5	\$ -	ITEM C
6	Sales Tax on ITEM A		<input type="text"/>	
		Subtotal: (ITEM C)+line 6	\$ -	ITEM D
7	Subcontracted Work (If applicable, with itemized breakdown)		<input type="text"/>	
8	Prime Contractor's Overhead & Profit (5% of line 7)		\$ -	
	5% if this is an add; 0% if this is a deduct	<input type="text"/>	\$ -	
		Subtotal: line 7+line 8	\$ -	ITEM E
		Subtotal: ITEM D+ITEM E	\$ -	ITEM F
9	Performance/Payment Bonds	<input type="text"/> % of ITEM F	\$ -	
		TOTAL COST CHANGE PROPOSAL (CCP): ITEM F+line 9	\$ -	ITEM G
		Extension of Time Requested: <input type="text"/> days		

Proposal by: (Contractor)

Accepted by: (Designer/Engineer of Record)

Authorization for Debit/Credit to be applied to Owner's Contingency Allowance

10	Original Amount of Owner's Contingency Allowance	<input type="text"/>
11	Total CCPs previously approved (enter credits as negative)	<input type="text"/>
12	Current CCP Authorization Request	\$ -
13	Owner's Contingency Allowance Remaining	\$ -

TOTAL CCPs approved to date Use this amount for line 11 on next CCP

By signature below, the City of Raleigh authorizes the use of the Owner's Contingency Allowance funds and authorizes the above CCP to proceed in accordance with the construction contract. Any accepted time extension will be processed as a change order.

For the City of Raleigh: _____

SUPPLEMENTARY GENERAL CONDITIONS

INDEX TO SUPPLEMENTARY GENERAL CONDITIONS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
01	Emergency Contacts	SGC-2
02	Operations of Owner's Facilities	SGC-2
03	Disadvantaged Business Enterprise Participation	SGC-2
04	Disposal of Waste Material from Construction	SGC-2
05	Accident Prevention	SGC-3
06	Preconstruction Photos / Video	SGC-3
07	Progress Photos	SGC-3
08	NCDOT Bonding	SGC-4
09	Sanitary Facilities	SGC-4
10	Contractor License / Privilege License	SGC-4
11	Material Tickets	SGC-4
12	Utility Locates	SGC-4
13	NCDOT Encroachment	SGC-4
14	Erosion Control Maintenance and Construction Methods	SGC-5
15	City of Raleigh Standards	SGC-5
16	Estimated Quantities	SGC-5
17	Temporary Construction Facilities	SGC-6
18	Bulletin Board and Project Sign	SGC-6
19	Mobilization and Demobilization (if used)	SGC-6
20	Traffic Control	SGC-6
21	Maintenance of As Built Record Drawings	SGC-7
22	Record Drawings for Substantial Completion	SGC-7
23	Final Cleaning	SGC-7
24	Submission of Operations and Maintenance Data	SGC-8
25	Contract Closeout Activities	SGC-8
26	Sales Tax	SGC-8

Attachments

- a. Stored Materials Form

1. EMERGENCY CONTACTS

The Contractor shall provide by letter names, telephone numbers and addresses of two responsible company representatives prior to beginning work. These two representatives are to be capable and authorized to respond to emergencies, so which arise during the project, nights, holidays or week-ends. The Contractor, by submitting these person's names, certifies that at least one representative will be available for on call emergency response at all times.

2. OPERATIONS OF OWNER'S FACILITIES

The Contractor agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Contractor further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Contractor shall not close any areas of construction until so authorized by the Owner. The Contractor shall control his operations and those of his Subcontractors and all suppliers, to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

- (b) The Owner will occupy the site and existing building during construction except as herein noted. Cooperate with the Owner to minimize conflicts and facilitate owner usage. Perform the work so as not to interfere with the Owner's operations.
- (c) The Owner reserves the right to occupy and place and install equipment in selected construction areas prior to Substantial Completion without accepting the Work in total.

3. DISPOSAL OF WASTE MATERIALS FROM ANY CONSTRUCTION.

Disposal of all waste material from construction sites shall be made in strict accordance with all State laws and City ordinances pertaining to disposal of construction or hazardous waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished the Owner's Representative granting the Contractor or his agent such permission and listing the requirements made by the property owner on the Contractor, if any.

4. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (FOR APPLICABLE PROJECTS WITH USDOT FUNDING)

The State of North Carolina has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Raleigh has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Raleigh has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Raleigh to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in Federal and DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The City Construction Management Division has been delegated as the DBE Liaison Officer. The Construction Management Division is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Raleigh in its financial assistance agreements with the Department of Transportation.

In soliciting DBE participation, the Contractors should utilize the Directory of Firms at <https://www.ebs.nc.gov/VendorDirectory/default.html>. This is a real-time consolidated list of firms that have been certified through North Carolina's Unified Certification Program as Disadvantaged Business Enterprises (DBE), Airport Concession Disadvantaged Business Enterprises (ACDBE), Small Professional Services Firms (SPSF), Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and/or Small Business Enterprises (SBE).

Forms and instructions to be provided with bids are included at the end of this section as Attachments.

5. ACCIDENT PREVENTION

To supplement the provisions as outlined in the Contract, the Contractor shall provide all necessary safety measures for the protection of all persons on the project, including the requirements outlined in the Contract, the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations, the North Carolina State Building Code and other requirements to prevent accident or injury to persons on or about the location of the work. The Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

The Contractor shall adhere to the rules, regulations and interpretations of the Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, *Federal Register*), and revisions thereto.

The Contractor shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the work project. The name of the safety inspector shall be made known to the Designer and Owner's Representative at the time the work is started.

6. PRECONSTRUCTION PHOTOS/VIDEO

The Contractor shall document pre-existing conditions on the project site and submit the photos / video in electronic format. The intent of these photos / video is to document the project conditions such as the pavement and driveways; the condition of the curb & gutter; the condition of the adjoining site boundary; installed improvements and drainage; the condition of the grassing; the condition of any structures and other improvements prior to the start of construction.

The Contractor may also include any pre-existing conditions it wants brought to the attention of the Designer and Owner by including notes and time position on the index sheet. The documentation must be submitted before mobilization to the site.

7. PROGRESS PHOTOS

The Contractor shall document construction on the project with weekly photographs. Photographs shall be digital with resolution equivalent to a 3-inch by 5-inch color photograph. Photos shall be submitted to the Owner digitally. Any information the Contractor wishes to describe regarding the progress photos

shall be accompanied with a detailed description and date. Progress photos shall be provided for each payment request submitted by the Contractor. Progress photos may also be provided with daily reports.

8. NCDOT BONDING

The Contractor is advised that North Carolina Department of Transportation may require a performance and indemnity bond for some portions of roadway that the Contractor may utilize in performance of this project. The Contractor should verify any such provisions with the NCDOT prior to bidding. Such bonding is in addition to the bonding required by the City. No separate payment for this bonding will be provided by the Owner, the Contractor is responsible for the cost of all such bonding.

9. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Raleigh. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. No separate payment will be made for providing these

10. CONTRACTOR LICENSE/PRIVILEGE LICENSE

All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of North Carolina, in accordance with GS 87-10, and shall be advised that they must show evidence of a current license issued by the North Carolina Licensing Board for General Contractors.

The contractor shall provide evidence of current privilege license.

11. MATERIAL TICKETS

For all work to be paid based on the basis of a material quantity, the Contractor shall turn in all material tickets from the source of supply for the purpose of payment to the Owner on a daily basis. Such tickets shall be totaled by the Contractor and included on the Contractor's daily report of construction.

12. UTILITY LOCATES

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility companies and utility locates and precisely locate any utilities (both horizontally and vertically) which could be affected by the proposed construction. The Contractor shall be responsible for repair of any damage to the utilities as well as any other damage which may be caused due to the disturbance of the utilities.

If required for construction, the Contractor shall dig sample hand holes to uncover the utility. The digging of sample hand holes shall be coordinated with the Designer and Owner who assist the Contractor to determine the number and location of such holes. There is no line item to pay for such located work, this work is considered incidental to other pay items.

13. NCDOT ENCROACHMENT

On State maintained roads, the NCDOT will issue a encroachment agreement for the project. If encroachment agreement has not been issued at the time of bid opening, the Contractor will be required to incorporate all NCDOT standard encroachment requirements in their base bid for the various items in the contract. No separate payment will be made for work required in accordance with the standard

encroachment agreement. Any major deviations from the approved plans and specifications required to comply with the final encroachment agreement will be identified by Addendum before bids are opened, or by change order after contract award, if required.

14. EROSION CONTROL MAINTENANCE AND CONSTRUCTION METHODS

The provisions and requirements of the erosion control permit will be in accordance with City and State standards and specifications for soil erosion and sediment control. Soil erosion control measures shall be installed as described prior to any land disturbing work being done. All erosion control measures must be maintained so that they prevent soil erosion and sediment losses throughout the project, and will remain in place until the denuded areas are stabilized and the permanent seed has germinated. The entrapped sediment from all temporary measures shall be removed before 50% of the original sediment storage capacity has been depleted.

The Contractor shall schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. The Contractor shall comply with the requirements herein regardless of whether or not a National Pollution Discharge Elimination System (NPDES) permit for the work is required.

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Designer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Designer. The Contractor shall not utilize the construction method until it is approved by the permitting agency.

15. CITY OF RALEIGH STANDARDS

Any work defined to follow the City of Raleigh Standards shall follow the City of Raleigh Water & Sewer Construction Specifications and City of Raleigh Street Construction Specifications. These are available from the City or Raleigh website.

16. ESTIMATED QUANTITIES

Contract prices submitted by the Contractor in the Proposal shall be full compensation for all labor, materials, equipment, tools, specialties, and incidentals necessary for the Contractor to fully complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.

Estimated quantities stipulated in the Proposal or other parts of the Contract Documents are solely for the purpose of comparing the bids received for the Work and determining an initial contract price.

1. The actual quantities of work done and materials furnished can differ from the estimated quantities shown in the Proposal.
2. The final contract price will be based upon the final quantities of pay items incorporated into the Work adjusted by these Contract Documents.

The method of measurement and computations used in determining the quantity of the various pay items incorporated into the work will be those methods generally recognized as accepted engineering practice. Adjustments in unit price or time for variations in quantities are subject to the Contract General Provisions entitled Variations in Estimated Quantity.

Any work required for which an estimated quantity and unit price has not been provided in the Contract Documents shall be considered incidental and separate payment will not be provided.

17. TEMPORARY CONSTRUCTION FACILITIES

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor for temporary office area, the number of trailers to be used, avenues of egress to the fenced area and details of the fence installation. Temporary utility services shall also be located on the plan. Any areas which may have to be graveled to prevent the tracking of mud and location of any construction entrances shall also be identified. The Contractor shall also indicate if the use of a supplemental, material storage or other staging area is desired.

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust shall be adequate to ensure safe operation at all times.

The Contractor shall be responsible for the security of its own facilities and equipment. In addition, the contractor shall notify the appropriate law enforcement agency of any requested periodic security checks of the temporary project field office. Areas used by the Contractor for the office area and storage of equipment or material, or other use, shall be restored to the original or better condition.

18. BULLETIN BOARD AND PROJECT SIGN

The Contractor shall install, in a conspicuous location, the project bulletin board immediately upon beginning of work under this contract. The board shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size, for displaying the equal employment opportunity poster, any wage decision and wage rates that may be required by the contract, safety and emergency contact information and other information.

If a project sign is required, the Contractor shall furnish, erect, and maintain the project sign in the location approved by the Designer and Owner. Upon completion of work under this contract, the bulletin board and project sign shall be removed from the job site and shall remain the property of the contractor.

19. MOBILIZATION AND DEMOBILIZATION (if used based on project specifications)

The total cost bid for mobilization and de-mobilization, when a unit price is provided for in the bid proposal form, is not to exceed five (5) percent of the total contract bid. All costs for mobilization and de-mobilization shall be included in the contract unit price. There shall be no additional compensation for mobilization and no adjustments to the unit prices based on changes in the scope of work, including, but not limited to, any additions to the work on the contract. The Contractor will be paid in increments based on the status of the actual mobilization effort up to seventy-five (75) percent of the total bid cost. An amount equal to twenty-five (25) percent of the total mobilization cost shall be withheld until the completion of punch-list items and removal of all equipment and temporary construction for project demobilization is complete. the breakdown of this bid item is as follows:

• Mobilization – Equal installments to reflect	-	a total of 75%
• Demobilization and completion of punch list	-	<u>a total of 25%</u>
Total		100%

Any amount that the contractor has bid in excess of the amount noted above will be retained by the Owner and paid on the final payment estimate.

20. TRAFFIC CONTROL

Work and access may be restricted as noted in the contract. Work hours may vary depending on traffic conditions and constraints. Traffic control plans may be required as required in the contract. Notice may be required to the County, City or NCDOT.

It is the Contractor's responsibility to provide all necessary traffic control and signage and provide for maintenance of traffic for the work associated with this project. The cost for this work is to be included in the bid item included in the contract or in the existing unit prices or contract amount if no bid item is included. Traffic control shall be provided in accordance with the current edition of the Manual of Uniform Traffic Control Devices and appropriate City and North Carolina Department of Transportation Requirements.

21. MAINTENANCE OF AS-BUILT RECORD DRAWINGS

Absent of a more specific contract requirement elsewhere in the Contract Documents, the contractor shall maintain and mark-up a reproducible set of prints at the project site to show as-built conditions. This set of prints shall become the record drawings and shall be kept current and available for review by the Designer and Owner at all times. All changes from the contract drawings which are made in the work, or additional information which might be uncovered during the construction, including uncharted utilities, shall be accurately and neatly recorded as they occur by means of details and notes to the drawings. All changes and/or required additions to the preliminary record drawings shall be clearly identified in a contrasting color and which is compatible with reproduction of the preliminary record drawings.

The record drawings shall be updated by no less frequently than weekly during the construction. Measurements shall be shown for all change of direction points and all surface or underground components such as valves, manholes, drop inlets, cleanouts, meter, etc. The general depth range of each underground utility line shall be shown or installation detail referenced (i.e., 3 to 4 feet in depth). The description of exterior utilities includes the actual quantity, size, and material of utility lines. Any request for information and / or Designer instructions that depict revisions to the record drawings shall be identified.

The correct grade or alinement of roads, structures or utilities if any changes were made from contract drawings shall be noted. Correct elevations, if changes were made in site grading, shall be noted. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor, including but not limited to fabrication, erection, installation plans and shop drawings shall be noted. The location and dimensions of any changes within the building or structure shall be noted.

As a condition of each payment request, the Contractor and Designer shall verify that as built drawing conditions are being maintained. If the Contractor fails to maintain the as-built drawings as required herein, the Owner may deduct an amount representing the estimated monthly cost of maintaining the as-built drawings from the monthly progress payment. Retainage for the final as-built drawings in the amount of one (1%) of the construction value, or \$30,000, whichever is the greater, shall be withheld until the final as-built drawing submittal has been approved.

22. RECORD DRAWINGS FOR SUBSTANTIAL COMPLETION

The Contractor shall provide a marked-up copy of the currently maintained set of record drawings to the Designer for review prior to scheduling the substantial completion inspection. The Designer shall verify that the submitted drawings provide sufficient information for the Owner to adequately operate and maintain the project until the final approved set of as built drawings are provided. If acceptable, at the time of the substantial completion inspection, the Contractor shall deliver a copy of these record drawing for the Owner's use until the final approved as-built record drawings are provided.

23. FINAL CLEANING

Final cleaning of the premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. carpet and soft surfaces shall be vacuumed. equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of any uncompleted clean-up items shall be submitted on the day of final inspection.

24. SUBMISSION OF OPERATIONS AND MAINTENANCE DATA

Absent of a more specific contract requirement elsewhere in the Contract Documents, the contractor shall submit Operation and Maintenance (O&M) Data specifically applicable to this contract. The Contractor shall provide a complete and concise depiction of the provided equipment, product, or system. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal.

The format of the O&M Data shall general follow the following outline and include sufficient information to adequately depict the information:

- a. Safety precautions for operation of the equipment.
- b. Normal operation procedures.
- c. Emergency operations procedures.
- d. Environmental conditions specific for the equipment.
- e. Required lubrication data.
- f. Preventive maintenance plan and schedule for the equipment.
- g. Troubleshooting guides and diagnostic techniques to be used.
- h. Wiring diagrams and control diagrams.
- i. Maintenance and repair procedures.
- j. Removal and replacement instructions.
- k. Spare parts and source of supply list.
- l. Completed warranty information.
- n. Testing equipment and special tools required shall be provided.
- o. Installing contractor information.

The Contractor O&M data shall include a list that includes the name, address, and telephone number of the general contractor and each subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization most convenient to the project site. Adequate training shall be provided to the Owner to properly operate and maintain the equipment. O&M Data shall be available to the Owner for reference during the training.

25. CONTRACT CLOSEOUT ACTIVITIES

Contract closeout activities such as, but not limited to, providing Operation and Maintenance manuals, conducting all Owner training, providing final as-built record drawings, conducting warranty completion requirements, providing equipment warranty completion, final shop drawing submittals, removal of temporary construction facilities and final cleaning are subsidiary activities of the contract work. Separate payment will not be made for any activity unless otherwise specified. Final contract payment will not be made until completion and approval of all contract closeout activities.

26. SALES TAX

North Carolina Sales Tax and Use Tax and Local Option Sales and Use Tax do apply to materials entering into Municipal Work (N.C. Sales and Use Tax Regulations No. 42 & 57, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

The procedures for reporting sales taxes paid by the contractor are as follows:

1. (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his sub-contractors and where paid. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.

- (b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number (s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
 - (c) Materials used from general contractor's or sub-contractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (d) The general contractor shall not be required to certify the sub-contractor's statements.
 - (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and or use taxes paid on building materials used by contractors and sub-contractors in the performance of contract with churches, orphanages, hospitals not operated for profit and other charitable or religious institutions or organizations not operated for profit and, incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G. S. 105-164.14 (2) and (3) of the 1961 Statute and is to include the purchases of building materials, supplies, fixtures and equipment which become a part of or annex to buildings, or structures being erected, altered or repaired under contract with such institutions, organizations, or governmental units.
2. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

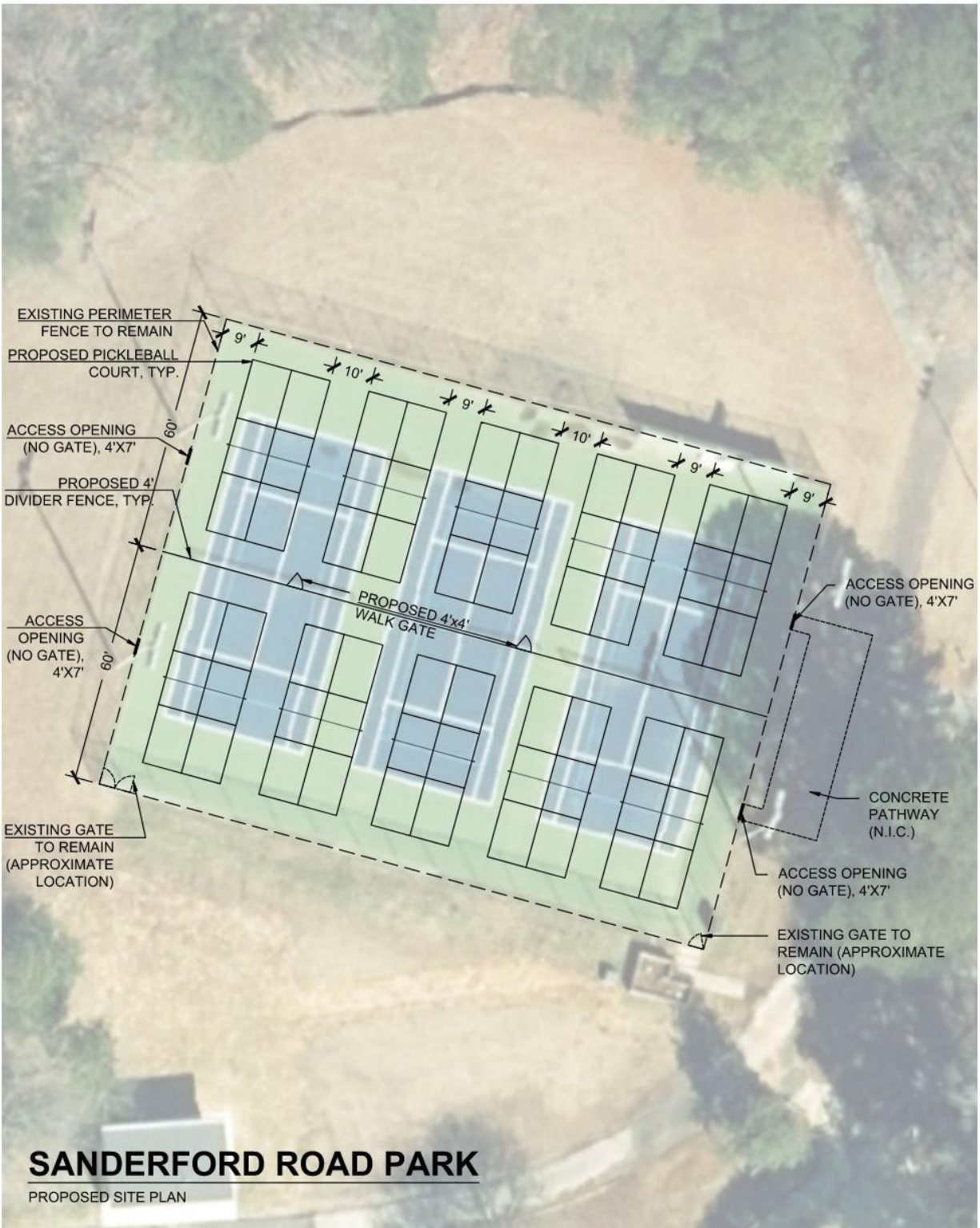
**PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX
EXPENDITURES ON CITY OF RALEIGH CONTRACTS**
(for projects with reimbursable sales tax excluded from Bid)

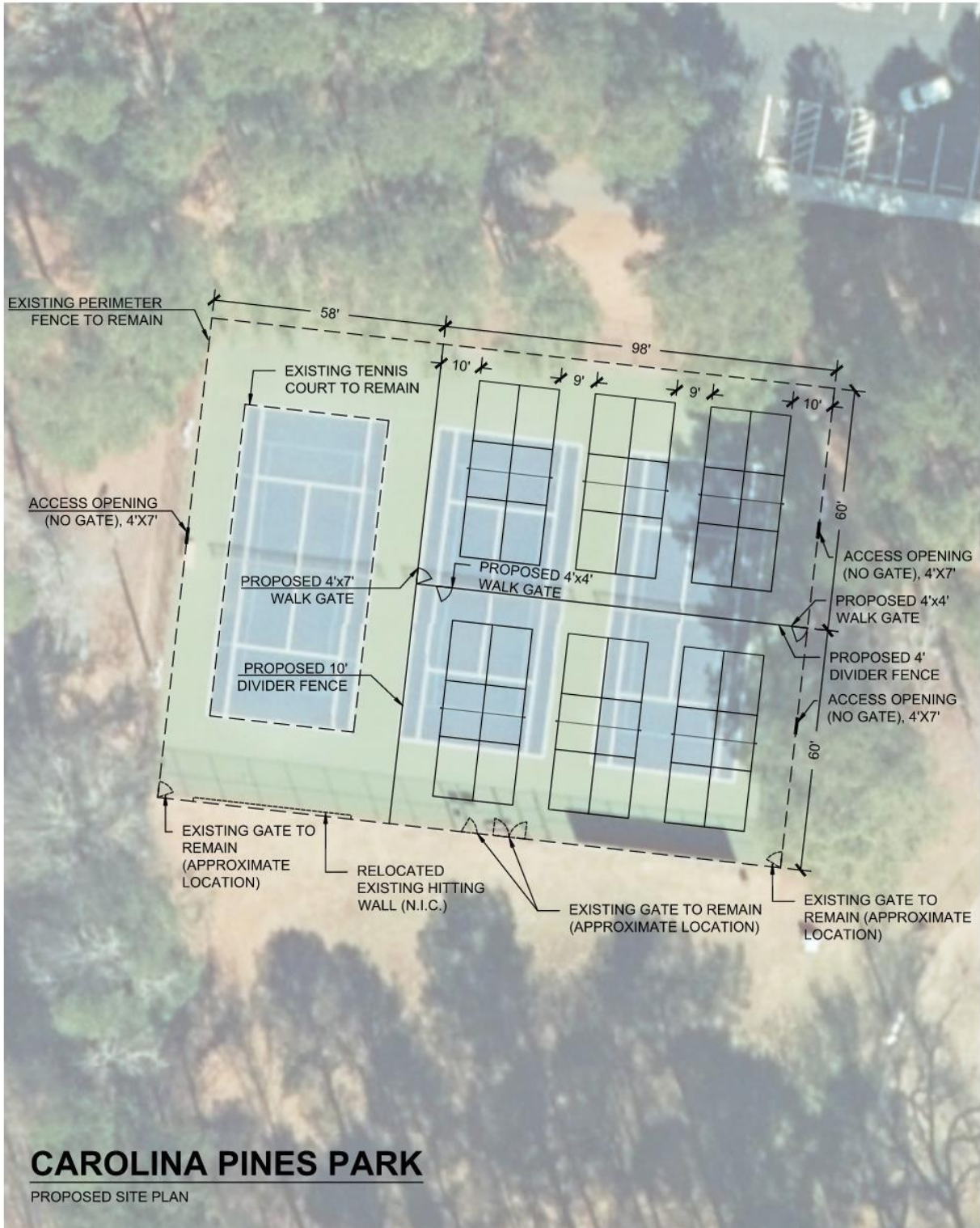
1. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law. For the purposes of this section, "Sales Taxes" shall mean sales and use taxes paid to the State of North Carolina or to local governments in North Carolina.
 - (a) Reimbursable Sales Taxes are to be excluded from the bid price for this project.
 - (b) The City is entitled to refunds from the State of North Carolina for these reimbursable sales taxes. The Contractor that performs work under this contract is allowed to obtain a reimbursement from the City for those Sales Taxes for which the State will grant a refund to the City. The City will reimburse the Contractor, and the City later obtains a refund from the State.
 - (c) It shall be the general contractor's responsibility to furnish the City documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
 - (d) The documentary evidence shall be the attached Reimbursable Sales and Use Tax Statement. This evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number (s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately. The invoices shall be provided to substantiate the information on the statement.
 - (e) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (f) The general contractor shall not be required to certify the subcontractor's statements. However, the subcontractor may submit for reimbursement by certifying a Reimbursable Sales and Use Tax Statement, submitting it to the general contractor for the general contractor to submit with the pay application for the properties listed on that form. The City will make the reimbursement payable to the Contractor.
 - (g) The documentary evidence to be furnished to owners eligible for Reimbursable Sales Tax refunds covers sales and/or use taxes paid on building materials used by general contractors and subcontractors in the performance of contracts with churches,

orphanages, hospitals not for profit, educational institutions not operated for profit and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchase of building materials, supplies, fixtures and equipment which become a part of or annexed to buildings or structures being erected, altered or repaired under contracts with such institutions, organizations or governmental units.

- (h) The Contractor may seek reimbursement separately from, but at the same time as, the application for payment is made for the properties that were taxed. The Contractor shall not file for reimbursement for Sales Taxes before the Contractor has the right to file an application for payment for the properties that were taxed.
- 2. If the State refuses to refund any such Sales Tax to the City, or if after a refund is made, the City is told to return a refund to the State, the Contractor shall upon demand repay the City for the amount of the failed refunds.
- 3. The contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
- 4. The contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

APPENDIX II PROPOSED SITE PLANS





CAROLINA PINES PARK
PROPOSED SITE PLAN

APPENDIX II

TECHNICAL SPECIFICATIONS

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Demolition and removal of selected portions of project site.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: At the Pre-Construction Meeting.
1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for dust control and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.

C. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction,

including finish surfaces, that might be misconstrued as damage caused by demolition operations.

D. Storage or sale of removed items or materials on-site is not permitted.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Storage or sale of removed items or materials on-site is not permitted.

D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Before selective demolition or removal of existing elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of site.
2. Protect finish work that are to remain or that are exposed during selective demolition operations.
3. Cover and protect equipment that have not been removed.

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated on plans. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
4. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 32 18 23 - TENNIS AND PICKLEBALL COURT SURFACING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes installation of leveling course, and a finish course consisting of multiple applications of textured acrylic surfacing system for asphalt pickleball courts.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section

1.3 REFERENCE STANDARDS

- A. National Asphalt Paving Association (NAPA)
- B. USA Pickleball (USAP)
- C. International Pickleball Federation (IPF)
- D. American Sport Builders Association (ASBA)

1.4 SUBMITTALS

- A. **Product Data:** Submit manufacturer's specifications for components, color chart, installation instructions, ITF classification certificate for the system to be installed and all current Material Safety Data Sheets (MSDS).
- B. **Samples:** Submit manufacturer's color samples of color coating.
- C. **Manufacturer's Certification:** Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- D. **Manufacturer's Project References:** Submit manufacturer's list of successfully completed asphalt pickleball court surface color coating system projects, including project name, location and date of application.
- E. **Applicator's Certification:** Submit an Authorized Applicator certificate from the surface system manufacturer.
- F. **Applicators' Project References:** Submit a reference list successfully completed from the installer of at least five (5) projects of similar scope done in each of the past three (3) years, including project name, location, type and quantity of color coating system applied and date of application.
- G. **Warranty Documentation:** Submit manufacturer's standard warranty.
- H. **Product substitution:** If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete typewritten list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owner's representative's satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF Category 3 Medium

pace rating. Under no circumstances will systems from multiple manufacturers be considered.

1.5 QUALITY ASSURANCE

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. All surface coating products shall be supplied by a single manufacturer.
- C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
 - E. The installer shall be an authorized applicator of the specified system.
 - F. The manufacturer's representative shall be available to help resolve material questions.

1.6 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. Keep materials in manufacturer's original, unopened containers and packaging until application.
- D. Store materials in clean, dry area indoors.
- E. Store materials out of direct sunlight.
- F. Keep materials from freezing.
- G. Protect materials during storage, handling, and application to prevent contamination or damage.
- H. Close containers when not in use.
- I. All surfacing materials shall be non-flammable.

1.7 GUARANTEE

- A. Provide a guarantee against defects in the materials and workmanship for a period of two years from the date of substantial completion.

1.8 INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and surfacing of acrylic pickleball courts, play courts or similar surfaces and shall have at least five (5) years of experience.
- B. Installer shall be an Authorized Applicator of the specified surface system.

1.9 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall provide documentation that the surface to be installed has been

classified by the ITF as a Category 3 Medium pace surface.

- B. System manufacturer shall be a US owned company.
- C. System manufacturer shall be a member of the ASBA.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
 - 1. Plexipave System (www.plexipave.com)
 - 2. Deco Color System (www.decoturf.com)
 - 3. Premier Concepts System (www.calprocorp.com)
 - 4. Guardian Crack Repair System (www.guardiancrackrepair.com)
 - 5. California Paints (www.californiapaints.com)
 - 6. Laykold Surfacing Systems (www.sportsbyapt.com/brand/laykold)
 - 7. RiteWay Crack Repair System (www.ritewaytennis.com)
- B. Substitutions: Submit requests at least 7 days prior to the bid date with a complete typewritten list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owner's satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The system shall have an ITF pace rating in Category 3. Under no circumstances will systems from multiple manufacturers be considered.

2.2 MATERIALS

- A. Patching Mix (California Court Patch Binder, or approved equal) - for use in patching cracks, holes, depressions and other surface imperfections.
- B. Crack Filler (Plexipave Crack Filler, or approved equal) - for use in filling fine cracks.
- C. Crack Repair System (Guardian Crack Repair system, or approved equal) – Install crack repair system over existing structural cracks.
- D. Untreated Soft Polyester Fabric (Fortress Untreated Soft Polyester Fabric, or approved equal) – polyester fabric should be applied over the entire court
- E. Acrylic Filler Course (California Acrylic Resurfacer, or approved equal) – for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.
- F. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base, or approved equal) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture.
 - *Factory Fortified Plexipave may be used as an alternative material.*
- G. Line Paint (California Line Paint, or approved equal) – for use as the line marking on the court surface.

H. Water – for use in dilution/mixing shall be clean and potable.

2.3 MATERIAL SPECIFICATIONS

A. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.

- 1) Percent solids by weight (minimum) 46%
- 2) Weight 8.7-8.9 lbs./gallon

B. Plexipave Crack Filler – 100% acrylic resin heavily filled with silica sand.

- 1) Percent solids by weight (minimum) 85%
- 2) Percent solids by weight (minimum) 15 lbs./gallon

C. California Acrylic Resurfacer – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.

- 1) Percent solids by weight (minimum) 26.7%
- 2) Weight 8.7-8.9 lbs./gallon

D. Plexichrome – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.

- 1) Percent solids by weight (minimum) 36.5%
- 2) Weight 10.0-10.2 lbs./gallon

E. Plexipave Color Base – 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.

- 1) Percent solids by weight (minimum) 74%
- 2) Weight 13.1-14.1 lbs./gallon

F. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

- 1) Percent solids by weight (minimum) 60.5%
- 2) Weight 12-12.3 lbs./gallon

G. Fortress Soft Polyester Fabric (Untreated) – polyester fabric should be applied over the entire court and one extra layer of resurfacer is needed. Two (2) coats of resurfacer is necessary to adequately cover the polyester.

All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine asphalt pickleball court surfaces to receive color coating system.
- B. Verify asphalt pickleball courts meet ASBA requirements.
- C. Notify the owner's representative of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 AMBIENT CONDITIONS

- A. Do not install when rainfall is expected during application or within 24 hours after application or when extremely high humidity prevents drying.
- B. Do not apply if surface or air temperature is below 50°F during application or within 24 hours after application.
- C. Do not apply if surface temperature is in excess of 140°F.

3.3 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt pickleball court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Any areas previously showing algae growth shall be treated with Oxi-Court or approved product to neutralize organisms and then be properly rinsed. Pressure washing will be necessary to adequately clean areas to be coated.
- D. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner's representative, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications. Install crack repair system over existing structural cracks and 1' to 3' beyond existing crack.
- E. Depression: Depressions holding enough water to cover a five-cent piece shall be filled with Court Patch Binder Patching Mix., consisting of 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain workability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

- F. Polyester Fabric Course. Polyester fabric has already been applied over the entire court surface. For areas where cracks have broken through, the existing polyester shall be cut out, the cracks properly repaired, and new polyester fabric installed over the repaired sections. To ensure a uniform finish, two (2)

coats of resurfacer shall be applied—one (1) additional coat over the existing surface and a second to adequately cover the polyester repairs and achieve a consistent texture across the court.

G. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application. A minimum of two pre-coats will be required over the Guardian Crack Repair System.

1. Two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface according to the following mix:

Acrylic Resurfacer	55 gallons
Water	20 - 40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

Use clean, dry 60-80 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

H. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.4 APPLICATION OF SOFT POLYESTER FABRIC

A. Apply a film of the cold (liquid) applied bitumen adhesive to the surface, in accordance with the manufacturer's recommendations.

B. Embed the soft polyester fabric into the adhesive using a brush or broom and enough pressure to force the adhesive through the mesh openings and around the fabric strands.

C. Apply the fabric uniformly to the surface, avoiding over-stretching, bridging or "fishmouths".

D. Apply a final coat of the cold (liquid) applied bitumen adhesive to the surface, in accordance with the manufacturer's recommendations, ensuring that no fabric weave is visible.

3.5 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

E. Apply asphalt pickleball court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Proposed Site Plans.

F. Mix materials in accordance with manufacturer's instructions.

G. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the owner's representative's approval, prior to applying any finish surface material.

H. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

- I. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.
- J. A total of two (2) applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.

3.6 LINE PAINTING

- A. All lines shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USAP guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by roller at the rate of 150-200 sf./gal. (3/4 gal. per pickleball court).
- B. Apply a minimum of one (1) coat of line paint in accordance with manufacturer's instructions.

3.7 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner's representative.

3.8 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean and orderly condition.

END OF SECTION 02 7 90

SECTION 32 31 13 - CHAIN LINK FENCE AND GATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. This Section includes industrial/commercial chain link fence and gates specifications:
 - 1. Galvanized steel chain link fabric
 - 2. Galvanized steel framework and fittings
 - 3. Gates: swing
 - 4. Knuckle and knuckle wire
 - 5. Installation

1.3 REFERENCES

- A. ASTM F552 Standard Specification for Steel Fence Fabric Galvanized After Weaving
- B. ASTM F567 Standard Specification for Steel Fence Posts
- C. ASTM F626 Standard Specification for Galvanized Steel Tension and Brace Bands
- D. ASTM F900 Standard Specification for Steel Fence Frames

1.4 SUBMITTALS

- A. Shop drawings: Include complete details of fence and gate construction, fence height, post spacing, dimensions, and unit weights of framework and concrete footing details.
- B. Material samples: When required, provide representative samples of chain link fabric, framework and fittings.
- C. Specification Changes: May not be made after the date of bid.

PART 2 – PRODUCTS

2.1. Fence Fabric:

- A. Furnish galvanized steel chain link fence fabric in accordance with ASTM F552.
- B. Fabric mesh size shall be 2 inches by 2 inches.
- C. Fabric wire diameter shall be 9 gauge.
- D. Fabric shall be galvanized in accordance with Class II.

2.2. Fence Posts:

- A. Furnish galvanized steel fence posts in accordance with SS40, ASTM F1043.
- B. Terminal post outside diameter shall be 3 inch.
- C. Line post outside diameter shall be 2.5 inch.
- D. Posts shall be galvanized in accordance with Class II.

2.3. Tension and Brace Bands:

- A. Furnish galvanized steel tension and brace bands in accordance with ASTM F626.
- B. Band thickness shall be 12 gauge.
- C. Band width shall be 3/4 inch.
- D. Bands shall be galvanized in accordance with ASTM A153, Class C.

2.4. Gates:

- A. Furnish galvanized steel gates in accordance with ASTM F900 or ASTM F1184.
- B. Gate height shall be 7 feet for a 10-foot high fence, 4 feet for 4-foot high fence.
- C. Gate posts shall be 3 inch.
- C. Gate and Access Opening frames shall be made of 2 inch diameter pipe.
- D. Gate frames shall be galvanized in accordance with ASTM A153, Class C.
- E. Gate shall include bulldog type gate hinges and strongarm gate latch.
- F. Gate hinges shall be galvanized heavy gauge pressed steel.
- G. Gate latches shall be positive locking and galvanized after fabrication.

2.5. Ties and Hog Rings:

- A. Furnish galvanized steel ties and hog rings in accordance with ASTM F626.
- B. Ties shall be 6-gauge aluminum for all posts. Ties shall be 9-gauge aluminum for top rail.
- C. Tie wires shall not be joined to create longer ties. All ties shall be one piece of appropriate gauge for application.
- D. All ties shall be twisted on both ends; hook and twist are not acceptable.
- E. Hog rings shall be performed and have a minimum zinc coating of 1.20 oz/ft².

2.6 CONCRETE

- A. Concrete for post footings shall have a 28-day compressive strength of 3,000 psi.
- B. Concrete shall be mixed and poured using wet mix method only.

PART 3 EXECUTION

3.1 CLEARING FENCE LINE

Clearing: Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence.

3.2 FRAMEWORK INSTALLATION

- A. Posts: Posts shall be set plumb in concrete footings in accordance with ASTM F567. Posts for fence 10 feet or 12 feet in height shall be set in concrete footings with dimensions of 12" x 36". Posts for fence 4 feet in height shall be set in concrete footings with dimensions of 8" x 30".

B. Top rail: When specified, install 21 ft. (6.4 m) lengths of rail continuous thru the line post or barb arm loop top. Splice rail using top rail sleeves minimum 6 in. (152 mm) long. Rail shall be secured to the terminal post by a brace band and rail end. Bottom rail or intermediate rail shall be field cut and secured to the line posts using boulevard clamps or brace band with rail end.

C. Terminal posts: End, corner, pull and gate posts shall be braced and trussed for fence 6 ft. (1.8 m) and higher and for fences 5 ft. (1.5 m) in height not having a top rail. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.

D. Tension wire: Shall be installed 4 in. (101.6 mm) up from the bottom of the fabric. Fences without top rail shall have a tension wire installed 4 in. (101.6 mm) down from the top of the fabric. Tension wire to be stretched taut, independently and prior to the fabric, between the terminal posts and secured to the terminal post using a brace band. Secure the tension wire to each line post with a tie wire.

3.3 CHAIN LINK FABRIC INSTALLATION

Chain Link Fabric: Install fabric to inside of the framework maintaining a ground clearance of no more than 2 inches (50 mm). Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. (7.94 mm) carriage bolts spaced no greater than 12 inches (304.8mm) on center. Small mesh fabric less than 1 in. (25 mm), attach to terminal post by sandwiching the mesh between the post and a vertical 2 in. wide (50mm) by 3/16 in. (4.76 mm) galvanized steel strap using carriage bolts, bolted thru the bar, mesh and post spaced 15 in. (381 mm) on center. Chain link fabric to be stretched taut free of sag. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches (304.8 mm) on center and to horizontal rail spaced no greater than 18 inches (457.2 mm) on center. Secure the fabric to the tension wire by crimping hogs rings around a fabric wire picket and tension wire.

3.4 BARBED WIRE INSTALLATION

Barbed Wire: Stretched taut between terminal posts and secured in the slots provided on the line post barb arms. Attach each strand of barbed wire to the terminal post using a brace band.

3.5 GATE INSTALLATION

A. Swing Gates: Installation of swing gates and gateposts in compliance with ASTM F567. Direction of swing shall be inward. Gates shall be plumb in the closed position having a bottom clearance of 3 in. (76 mm), grade permitting. Hinge and latch offset opening space shall be no greater than 3 in. (76 mm) in the closed position.

3.6 NUTS AND BOLTS

Bolts: Carriage bolts used for fittings shall be installed with the head on the secure side of the fence. All bolts shall be peened over to prevent removal of the nut.

3.7 CLEAN UP

Clean Up: The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

END OF SECTION 32 31 13