



Notice to Bidders

Request for Bids (RFB) For

Chapel Hill Transit Bus Stop Improvements

For

**Town of Chapel Hill
Chapel Hill, North Carolina**

BID:	P26-112
CATEGORY:	Construction
PROJECT:	Chapel Hill Transit Bus Stop Improvements
FROM:	Zakia Alam, Purchasing & Contracts Manager
NOTICE DATE:	Wednesday, November 5, 2025
SUBMISSION DATE:	Thursday, December 4, 2025

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals for the Chapel Hill Transit Bus Stop Improvements (the "Project") to be furnished to the Town of Chapel Hill, N.C. will be received by Zakia Alam, Purchasing and Contracts Manager, at the Town Hall in the 1st floor conference room #102, at 405 Martin Luther King Jr. Boulevard, Chapel Hill, N.C., on Thursday, December 4th, 2025 at 2:00 PM, at which time they will be opened and publicly read. **Please allow extra time for parking, as it may be necessary to park at the E. Rosemary Parking Deck (125 E. Rosemary Street, approximately 0.03 miles from Town Hall) or at alternative locations.**

Prospective bidders may view the plans and specifications for the proposed project on the Town of Chapel Hill website (www.townofchapelhill.org. Click on "Businesses" menu, then "Bid Notices" option, then the name of this project) For additional information, please contact Katy Fontaine by email at kfontaine@townofchapelhill.org.

An optional pre-bid conference will be held on November 13, 2025, from 11:00 AM to 12:00 PM, at the Transit Facility, on the second-floor conference room, 6900 Millhouse Road, Chapel Hill, North Carolina 27516. All potential bidders are hereby notified that attendance at the optional pre-bid conference is not required for bid submittal.

The Project Manager for this project Katy Fontaine, Chapel Hill Transit, Town of Chapel Hill. All requests for interpretations related to this RFB must be submitted in writing to the Project Manager at kfontaine@townofchapelhill.org by 5:00 PM on Monday, November 17th, 2025. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the Town's website on Friday, November 21st, 2025.

For questions on the bidding procedures, contact the Town's Purchasing Division at 919-969-5022.

The Town of Chapel Hill reserves the right to reject any and all bids for any reason or no reason and to accept the bid most favorable to the Town of Chapel Hill.

Instructions to Bidders



For

Chapel Hill Transit Bus Stop Improvements

For

**Town of Chapel Hill
Chapel Hill, North Carolina**

BID:	P26-112
CATEGORY:	Construction
PROJECT:	Chapel Hill Transit Bus Stop Improvements
FROM:	Zakia Alam, Purchasing & Contracts Manager
NOTICE DATE:	Wednesday, November 5, 2025
SUBMISSION DATE:	Thursday, December 4, 2025, by 2:00 PM

This bid package includes the following documents:

Notice to Bidders
Instructions to Bidders
Project Specifications &
Plans
Bid Proposal Form
Contract between Owner & Contractor with Performance and Payment Bonds (sample)
General Conditions of the Contract for Construction
Standard General Conditions

Project Plans are NOT attached and can be viewed on the Town of Chapel Hill website. NCDOT Right-of-Way Encroachment Letters & Agreements are NOT attached and can be viewed by contacting Michael Dioquino at DRMP by email at mdioquino@drmp.com.

Project Summary: The focus of this project includes bus stop and site amenity improvements to existing stop locations at various locations with the Town of Chapel Hill limits. This work will generally consist of clearing, grading, concrete pads and sidewalks, installing amenities, traffic control, and other related items.

Projected Project Schedule:

The Town's goal is to use the following schedule if possible:

Bid Request Issued:	November 5, 2025
Optional Pre-Bid Conference:	November 13, 2025 from 11:00 AM to 12:00PM EST
Requests for Interpretation Due:	November 17, 2025
Addendum Published:	November 21, 2025
Bids Due:	December 4, 2025
Contract Execution:	following Town Council approval
Project Completion Date:	120 Days after Notice to Proceed is issued

Contacts:

For Questions about the Proposed Project:

Katy Fontaine, Project Manager
Chapel Hill Transit
Email: kfontaine@townofchapelhill.org

For Questions about Bidding Procedures:

Town of Chapel Hill
Purchasing Division
919-969-5022

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

I. PRE-SUBMISSION PROCEDURES:

A. Requests For Interpretations. Bidders in doubt as to the meaning of any part of the instructions, specifications, or other documents furnished with or referenced by these Instructions may submit questions in writing to **Katy Fontaine** at **kfontaine@townofchapelhill.org** by the "Requests for Interpretation Due" date and time specified above. No further requests for interpretation will be accepted after the deadline.

B. Addenda. All responses to timely submitted requests for interpretations will be published in the form of an addendum to the Town's website at www.townofchapelhill.org on November 21, 2025. Bidders shall ascertain that they have received all addenda issued and shall acknowledge their receipt on the Formal Bid Proposal Form, furnished with the specifications.

C. Pre-Bid Conference An optional pre-bid conference will be held on November 13, 2025 from 11:00 AM to 12:00 PM, at the Transit Facility, in the second floor conference room, 6900 Millhouse Road, Chapel Hill, North Carolina 27516. **All potential bidders are hereby notified that attendance at the optional pre-bid conference is not required for bid submittal.**

D. Expectations for Contract. It is intended that the successful bidder shall furnish all tools, equipment, machinery, apparatus, labor, and materials necessary to complete all work required under the terms of such contract(s) as may be entered into.

II. SUBMISSION OF BIDS:

A. Receipt of Bids. Sealed proposals for the furnishing of labor, materials, equipment, and services for the construction of the Project will be received by the Purchasing & Contracts Manager at the Town of Chapel Hill Town Hall, 1st floor conference room, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina, **on December 4, 2025, at 2:00 PM.**

Bids shall be enclosed in a sealed envelope addressed to the Purchasing & Contracts Manager, Town of Chapel Hill, 405 Martin Luther King Jr. Blvd., Chapel Hill, North Carolina 27514, and clearly marked "**Bid Proposal – Chapel Hill Transit Bus Stop Improvements**". The bidder's state contractor license number shall be printed in the lower left hand corner of the envelope containing the bid.

B. Bid Opening. All bids received will be opened promptly and read at the specified hour and date set forth in the Notice to Bidders.

C. Bid Bond/Deposit. No proposal shall be considered or accepted by the Town of Chapel Hill unless, at the time of its filing, the proposal shall be accompanied by a deposit with the Town of Chapel Hill of cash, a cashier's check or a certified check on a bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to but not less than five percent (5%) of the proposal. In lieu of making the cash deposit, as provided above, bidders may file a Bid Bond executed by a corporate surety licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. This deposit shall be retained by the Town of Chapel Hill if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required. **Bid bond shall be submitted in a separate sealed envelope with Bid Bond printed on the envelope.**

D. Licenses. Bidders are hereby notified that Chapter 87 of the North Carolina General Statutes will be observed in receiving and awarding the Contract(s). Accordingly, Bidders must have proper license(s) under the State laws governing their respective trade(s).

E. Bid Proposal Form. Bids shall be submitted on the Bid Proposal Form furnished with the specifications and must be completed in ink or typewritten without erasure, interlineations, or changes. All prices shall be stated in numerals. In case of conflict, unit prices will take precedence over unit price extensions.

F. Execution of Bids.

1. **Corporations.** Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other duly authorized corporate officer accompanied by evidence of authority to sign), and the corporate seal be affixed and attested by the Secretary or Assistant Secretary of the corporation. The officer's signature shall be notarized. The corporate address and state of incorporation shall be shown above the signature.
2. **Partnerships.** Bids by partnerships must be executed in the partnership name and signed by a partner, the partner's title must appear under the partner's notarized signature, and the official address of the partnership and the names of all partners must be typed or printed below the signature.
3. **Other Business Entities.** Bids other than by corporations or partnerships shall be executed by the owner of the firm submitting a bid, in the presence of a notary public whose signature and seal attest said signature.

G. Disadvantaged Business Enterprise. There are no DBE goals for this project, in coordination with US Department of Transportation's interim final rule (IFR) issued on October 3rd, 2025. In the event that regulations change or additional guidance is provided, contractors will be notified within 30 days for future compliance.

H. Familiarity with Project Conditions. Bidders are required to and shall inform themselves fully of the conditions relating to the construction project and labor under which the work will be performed, and a contractor must

employ, insofar as is possible, such methods and means in carrying out the work so as not to cause any interruption and/or interference with any other contractor(s).

I. **Sales Tax.** All bid prices shall include sales taxes.

III. **MINIMUM REQUIREMENTS FOR CONTRACT EXECUTION AND PERFORMANCE:**

A. **Form of Contract.** The contract to be awarded as a result of this RFB will be in substantially the same form and content as the sample "Contract between Owner and Contractor with Performance and Payment Bonds" included in this bid package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless Town's express prior written agreement is obtained: (i) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (ii) any limitation on damages, including a limitation on consequential damages; (iii) any requirement for arbitration or for mandatory mediation; (iv) any requirement that Town officials or employees keep information confidential or that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.

B. **Federal Requirements.** Unless indicated otherwise below, all provisions in the Contract between Owner and Contractor related to federal requirements, including Davis-Bacon Act provisions, apply.

C. **Performance and Payment Bonds.** Performance and Payment Bonds, issued in accordance with Article 3 of Chapter 44A of the General Statutes, each having a penal sum in the full amount of the contract sum, will be required on such contract(s) as may be awarded.

D. **Insurance Provisions.** The successful bidder shall procure and maintain during the life of the contract the Insurance Provisions as outlined in Article 33 of the General Conditions of the Contract for Construction. Required coverage limits will be 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. The Town shall be named as an additional insured for Commercial General Liability and Business Automobile policies. Based on the nature of services to be provided by the contractor and assessment of risk posed to the Town, the Town may require evidence of supplementary insurance coverage.

E. **Commencement of Work.** The successful bidder will be required to commence work immediately upon receipt of the Notice to Proceed issued by the owner.

F. **Time to Complete Work.** Bidder's attention is called to the contract time limit allowed to complete the work specified after the date of the Notice to Proceed.

G. **Billing and Payment.** The Contractor shall submit a bill to the Town for work performed under this contract. The Contractor shall bill, and the Town shall pay the rates set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the Contract Coordinator.

SPECIFICATIONS FOR Chapel Hill Transit Bus Stop Improvements Bid: P26-112

The Town of Chapel Hill, North Carolina, seeks to construct the Chapel Hill Transit Bus Stop Improvements project according to the bid plans and the following specifications:

I. PROJECT LOCATION

Existing Transit locations within the Town of Chapel Hill and the Town of Carrboro Town limits. A vicinity map is shown in the plans, showing the various locations.

II. SCOPE OF PROJECT

The Contractor shall complete the work in this contract in strict accordance with Town and NCDOT Standards as shown on the construction plans. The work covered in this project includes bus stop and site amenity improvements to existing bus stop locations located at various locations within the Town of Chapel Hill's Town limits. This work will generally consist of clearing, grading, concrete pads and sidewalks, installing amenities, traffic control, and other related items.

All work herein specified shall include the doing and furnishing of all miscellaneous and incidental work necessary to complete the installation. The contractor shall be responsible for and correct all damage from all causes, until the final completion and acceptance of the entire work.

III. PROJECT SCHEDULE

Work is expected to begin as soon as possible after Notice to Proceed and *must* be substantially completed within 120 days.

IV. GENERAL PROVISIONS

- A. Standard Specifications:** The 2018 Standard Specifications for Roads and Structures of the North Carolina Department of Transportation hereinafter referred to as the "Standard Specification" shall apply to all portions of the project unless otherwise specified herein. Where specifications refer to particular items, materials, procedures, etc., the appropriate section of the Standard Specifications shall apply. The absence of a description or specification for any item shall automatically refer to the appropriate section of the Standard Specifications.

- B. OSHA Requirements:** The Contractor shall comply with applicable OSHA safety regulations while performing work for the Town of Chapel Hill. This includes

provisions for safety of workers, pedestrians and motorist within the work zone.

- C. **Subsurface Investigation:** The Contractor shall make his own subsurface investigations. Any information obtained by the Town as a result of its own subsurface investigations will be made available upon request. This information (when available) is provided for informational purposes only and shall not relieve the Contractor of making his own investigations.

The Contractor shall contact NC 811, OWASA, and UNC Facilities to locate any underground utilities prior to digging.

- D. **Rejection of Bids:** The Town of Chapel Hill reserves the right to reject any and all bids and to waive any and all informalities therein and to award a contract in the best interest of the Town of Chapel Hill. The award shall, if made, be to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract. The Town of Chapel Hill further reserves the right to accept any bid in part without incurring any obligation as to the rejected portion of the bid and to re-solicit bids on the required services, or to reject any and all bids and formally advertise for bids on the required services or portions thereof.
- E. **Application:** The work contemplated and covered by this specification and items under which the bid is to be made are listed on the Bid Proposal Form.
- F. **Quality of Work:** All materials furnished and work performed shall be strictly of the best quality of their respective kinds and suitable for the use intended, subject to approval by the Town and NCDOT. Unless otherwise specified, all materials shall be new, unused, and of recent manufacture. All equipment and tools shall be clean and in good working order. All workers shall be qualified in the work assigned and to operate equipment or machinery as directed.
- G. **Quantities:** The quantities shown on the Bid Proposal Form are estimates only. They are not exact and should not be so construed. Payment will be made on unit prices. The Town of Chapel Hill specifically reserves the right to increase or decrease the quantity of listed bid items to meet additional or reduced requirements.
- H. **North Carolina Department of Transportation (NCDOT):** Attached to this proposal is the approved NCDOT encroachment agreement and NCDOT project special provisions. Those documents are considered part of this contract. NCDOT owns the right-of-way along this entire project. Pavement testing and quality control must meet NCDOT standards. Testing of materials is to be provided by the contractor and is considered incidental to the overall contract.
- I. **Liquidated Damages:** The parties recognize and acknowledge that Owner will suffer financial losses if the Work is not completed as required within the Contract Times. Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction, and delay to traffic, safety, and other considerations. For each consecutive calendar day in excess of the contract time

specified, the Contractor shall pay, or have withheld monies due, a sum of **two hundred fifty dollars (\$250.00) per day**. This will be adjusted and assessed on a monthly basis at the time of each partial payment request based on the Contractor's progress in comparison with the approved progress schedule.

- J. Payment:** Full payment of the work shall occur upon satisfactory completion within the contract construction period.

V. TECHNICAL PROVISIONS:

- A. Coordination:** The Contractor shall cooperate with the Town of Chapel Hill and to arrange the work as to cause the least inconvenience to all concerned. Every effort should be made to prevent disruption of access to adjacent properties by the public.
- B. Restoration:** The Contractor shall be responsible for and correct all damage from all causes until the final completion and acceptance of the entire work. All property disturbed in the process of project construction shall be restored to the condition existing prior to construction or as otherwise specified on the plans.

VI. CONSTRUCTION MANAGEMENT AND TRAFFIC CONTROL:

- A. Contractor Responsibility:** The Contractor shall provide traffic control in accordance with the traffic control plans and the latest Manual on Uniform Traffic Control Devices and all supplements thereto. Contractor to adhere to time restrictions as outlined on traffic control plans and approved NCDOT encroachment agreement.
- B. Traffic Control Signs:** The Contractor shall furnish, erect, operate, relocate, maintain, and remove all temporary traffic control devices necessary for notifying and controlling vehicular and pedestrian traffic.

VII. SPECIFICATIONS:

Refer to the special provisions included in the bid documents.

All work shall be in accordance with the published volume entitled "North Carolina Department of Transportation, Raleigh, Standard Specifications for Road and Structures, January, 2018" and the Town of Chapel Hill Standard Specifications with all amendments and supplements thereto, is by reference incorporated into and made a part of these project documents; that, except as modified by any Project Special Provisions in the document, all the construction items included in the plans for this section of Work are to be done in accordance with the specifications contained in the above mentioned volume, and amendments and supplements thereto, under the direction of the engineer.

BID PROPOSAL FORM
BID: P26-112
Chapel Hill Transit Bus Stop Improvements
Town of Chapel Hill - Transit

Bidder: _____

Bid Date: _____

To: Purchasing & Contracts Manager
Town of Chapel Hill
405 Martin Luther King Jr. Blvd,
Chapel Hill, NC 27514

The undersigned, as Bidder, proposes and agrees if this proposal is accepted to contract with the Town of Chapel Hill for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract document and to the full and entire satisfaction of the Town of Chapel Hill, DRMP, and the North Carolina Department of Transportation, for the sum of:

Total Base Bid:	_____	(\$ _____)
	dollars	

UNIT PRICES

Unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment in the event contract changes in the work are required involving items described. Unit prices shall include all fees, taxes (if specified in the Instructions to Bidders), profit, bond, overhead, and similar items. Unit prices are based on the same standard of materials in the contract documents.

Line Number	Sec. No.	Description	Quantity	Unit	Unit Price	Amount
1	SGP-1/NC DOT 800	MOBILIZATION/TRAVEL TIME	1	LS		
2	SGP-2/NC DOT 200	DEMOLITION	1	LS		
3	SGP-3/SGP-24	EARTHWORK	1	LS		
4	SGP-4	EROSION CONTROL	1	LS		
5	SGP-5	TEMPORARY TRAFFIC CONTROL	1	LS		
6	SGP-6	PAVEMENT MARKINGS	1	LS		
7	SGP-7	GRASS SOD / MULCH	2850	SY		
8	SGP-9	2" DEPTH S.9.5C	15	SY		
9	SGP-9	VAR. DEPTH B25.0C	75	SY		
10	SGP-8	ASPH. PLANT MIX PAVEMENT REPAIR (CONTINGENCY)	5	TON		
11	SGP-10	4" CONCRETE SIDEWALK	465	SY		
12	SGP-10	6" CONCRETE SIDEWALK	9	SY		
13	SGP-11	6" CONCRETE PAD	1095	SF		
14	SGP-12	2'-6" CURB & GUTTER	15	LF		
15	SGP-13	SURFACE MOUNTED CONCRETE CURB	20	LF		
16	SGP-14	CONCRETE CURB RAMP	8	EA		
17	SGP-15	REMOVE AND RESET BRICK PAVERS	60	SF		
18	SGP-27	CIP GRAVITY RETAINING WALL	120	SF		
19	SGP-28	PEDESTRIAN SAFETY RAIL	40	LF		
20	SGP-28	PEDESTRIAN HANDRAIL	50	LF		
21	SGP-29	VARIABLE DEPTH (MIN 5") MONOLITHIC CONCRETE ISLAND	135	SY		
22	SGP-16	INSTALL SHELTER & AMENITIES	6	EA		
23	SGP-17	REMOVE AND REINSTALL EXISTING AMENITY	3	EA		
24	SGP-17	REMOVE EXISTING AMENITY	1	EA		
25	SGP-18	RELOCATE SIGN	16	EA		
26	SGP-19	PERMANENT TRAFFIC SIGNAGE	44	SF		
27	SGP-20	ADJUST SEWER CLEANOUT	1	EA		
28	SGP-30	ADJUSTMENT OF MANHOLES	2	EA		
	SGP-31	ADJUST UTILITY BOX/VAULT	3	EA		
29	SGP-10	REMOVE AND REPLACE SIDEWALK (CONTINGENCY)	150	SY		
30	SGP-33	SOLAR PANEL REPLACEMENT AND REINSTALL	3	EA		
Total=						

The Town of Chapel Hill reserves the right to remove any work from the contract and its corresponding Base Bid.

The undersigned further agrees that this proposal shall be valid for a period of sixty (60) days from the date of receipt of the bids and that if this proposal is accepted by the Town of Chapel Hill within this period, the Bidder will execute the contract form and provide surety bonds as described in the Contract and required by North Carolina General Statutes.

The undersigned further agrees to begin the work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work within **120 days** from Notice to Proceed to substantial completion.

Liquidated Damages: The parties recognize and acknowledge that Owner will suffer financial losses if the Work is not completed as required within the Contract Times. Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of two hundred fifty dollars (\$250.00) per day. This will be adjusted and assessed on a monthly basis at the time of each partial payment request based on the Contractor's progress in comparison with the approved progress schedule.

The undersigned further acknowledges receipt of the following addenda, which will be considered as part of the Contract Documents:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

[SIGNATURES ON FOLLOWING PAGE]

BID PROPOSAL FORM
Chapel Hill Transit Bus Stop Improvements

SUBMITTED BY THE FOLLOWING CORPORATION:

Name of Corporation: _____
Address: _____
State of Incorporation: _____
By: _____
Printed Name: _____
Title: _____

ATTEST:
By: _____
Printed Name: _____
Title: _____

CORPORATE SEAL

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the State of _____,
_____ County, certify that _____, personally came before me this day and
acknowledged that he/she is the _____ of _____, a
_____ corporation, and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in its name by _____, its _____, sealed
with its corporate seal and attested by him/her as its _____.

Witness my hand and seal, this _____ day of _____, 20____.

Notary Public
My commission expires: _____

SEAL

BID PROPOSAL FORM
Chapel Hill Transit Bus Stop Improvements

SUBMITTED BY THE FOLLOWING PARTNERSHIP:

Name of Partnership: _____
By: _____
Printed Name: _____
Title: _____
Partnership Address: _____
List of all Partners:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the State of _____,
_____ County, certify that _____ personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and seal, this _____ day of _____, 20__.

Notary Public
My commission expires: _____

SEAL

BID PROPOSAL FORM
Chapel Hill Transit Bus Stop Improvements

SUBMITTED BY THE FOLLOWING BUSINESS ENTITY OTHER THAN CORPORATION OR PARTNERSHIP:

Name of Business Entity: _____
By: _____
Printed Name: _____
Title: _____
Business Entity Address: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the State of _____,
_____ County, certify that _____ personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and seal, this _____ day of _____, 20____.

Notary Public
My commission expires: _____

SEAL

NON-COLLUSIVE AFFIDAVIT– To be Returned with Offer

The undersigned as Bidder, hereby declares that the only person(s) interested in this quote as principals (s) are named herein and that no other person than herein mentioned has interest in this proposal or in the contract to be entered into; that this quote is made without connection with any other persons, company or parties making a bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

1. The Bidder further declares it can complete the work as specified in the bid proposal form at the rates included in its bid. The Bidder further declares itself informed of the applicable FTA contract clauses and has read all special provisions furnished prior to the solicitation of bid that is satisfied relative to the work to be performed.

2. The Bidder further declares that it received and examined the quotation material and will abide by these requirements in performing the work.

3. The Bidder proposes and agrees, if this bid is accepted, to contract with the Town of Chapel Hill, to furnish all necessary materials, equipment, and labor necessary to deliver the project specified in the request for bid to the full and entire satisfaction of the Town of Chapel Hill.

4. The undersigned Bidder hereby agrees that the Town of Chapel Hill reserves the right to reject any and all bids when such rejection is in the best interest of the Town of Chapel Hill. Bid will be awarded to the lowest responsive and responsible bidder. Successful bidder(s) will be those that provide the lowest price and conform to the requirements specified herein.

Submitted the ____ day of _____, 2025 BY:

Firm Name	
Signature of bidder	
Printed name & title	

CERTIFICATION OF PRIME CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – To be Returned with Offer

The Prime Contractor, _____, certifies to the best of its knowledge and belief that it and its principals:

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

If the above-named Prime Contractor is unable to certify to any of the statements in this certification, the Prime Contractor shall attach an explanation to this certification.

The Prime Contractor, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature and Title of Authorized Official

CERTIFICATION OF RESTRICTIONS ON LOBBYING – To be Returned with Offer

I, _____, _____, hereby certify on behalf of
(Name) *(Title)*

_____ that:
(Firm)

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Dated _____
(Name)

(Title)

(Firm)

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

The Contractor hereby certifies that it will comply with the requirements of Section 19 of the FTA Act, Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 100(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and the DOT implementing regulations of 49 CFR Part 26.

DATE _____

SIGNATURE _____

TITLE _____

FIRM _____

State of _____

County of _____

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

Notary Public _____

BUY AMERICA CERTIFICATION STEEL OR MANUFACTURED PRODUCTS

General Requirement (as stated in 49 CFR 661.5)

- a. Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- d. For a manufactured product to be considered produced in the United States:
 - 1. All of the manufacturing processes for the product must take place in the United States; and
 - 2. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

A. Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____ Name _____ Title _____
Signature _____
Date _____

TOWN OF CHAPEL HILL, NORTH CAROLINA
CONTRACT BETWEEN OWNER AND CONTRACTOR
WITH PERFORMANCE & PAYMENT BONDS
FOR {Insert Project Name}

THIS CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Agreement"), is made and entered into as of the date set forth below, between the Town of Chapel Hill (the "Owner"), and **{Insert Contractor's Full Legal Name}** (the "Contractor"), a duly licensed contractor authorized and qualified to do business in North Carolina.

Section 1. For and in consideration of the payments and mutual promises made by the Owner and Contractor, and under the penalty expressed in the bond bearing even date with these presents, and hereunto annexed, the Contractor agrees with the Owner, at the Contractor's own proper cost and expense and with skill and diligence, to provide the labor and furnish all the materials for performance of the work (the "Work") necessary to construct and complete ready for use, **{Insert Project Name}** (the "Project") or such portion thereof as may be awarded to said Contractor, or to furnish such materials as may be awarded, as herein set forth, all in conformity with the Instructions to Bidders, Plans and Specifications, Detail of Bid Items, insurance requirements and the Contractor's proposal dated _____ attached hereto, and incorporated herein by reference, and such detailed directions, drawings, and similar information as may be given by the Owner from time to time during the construction, and in full compliance with this Agreement.

Section 2. The Contractor agrees to accept the sum of \$ _____ (the "Contract Sum") in full compensation for furnishing materials and for all labor in performing all the Work contemplated in this Agreement.

Section 3. For the purpose of this Agreement, all directions from the Owner to the Contractor shall be made by _____ (the "Designer"), whose address is _____. No change orders shall be valid unless signed by the Designer, Town Manager, Department Director, Town Attorney and the Town Finance Officer, and, if required by Town ordinance or resolution, approved and executed by the Town Council.

Section 4. The Work will be staked out by the Contractor, as necessary, and reviewed by the Designer at the appropriate stages and times prior to placement of materials. The Contractor will be required to carefully preserve all stakes and grades until authorized to remove them. Construction staking is not a pay item.

The Contractor shall also furnish all proper and necessary assistance and access for reviewing and inspecting the Work.

Section 5. The Contractor agrees to substantially complete the Work within _____ (_____) calendar days following receipt of a written Notice to Proceed and to fully and finally complete the Work, including all punch list items, within _____ (_____) calendar days after Substantial Completion. Furthermore, the Owner and Contractor acknowledge that because the damages and losses to the Owner in the event of the Contractor's failure to perform the Work within the time set forth herein will be difficult to ascertain and quantify, that there will be \$ _____ per calendar day assessed against the Contractor as liquidated damages for losses sustained by the Owner for the Contractor's failure to substantially complete the Work within the time established herein, and that the amount of the liquidated damages as provided herein is a reasonable estimate of the Owner's losses. The Owner will hold retainage, in accordance with the General Conditions.

Section 6. The Contractor agrees not to employ any incompetent or disorderly person on the Work, and will employ competent, experienced foremen to be in charge of their respective work.

Section 7. The Designer, shall in all cases determine the quality and quantity of the Work, including the materials, furnished

by the Contractor under this Agreement, and also shall determine all questions in relation to lines, levels, and dimensions of the work, and as to the interpretation of the plans and specifications and as to all time extension requests.

Section 8. The grand total of unit price extensions for the Work is \$ _____. The sum may be modified by valid change orders as provided in the Contract Documents.

Section 9. The Contractor agrees that the Contractor's Superintendent, Project Manager, or Foreman in charge of the Work or any part thereof, shall have authority to receive information or instructions regarding the Project and to act on behalf of the Contractor with respect to such information or instructions.

Section 10. The Owner may require the Contractor to furnish additional materials, and to do additional work not provided in this Agreement or in the specifications, but which may be found necessary to the proper prosecution and completion of the Work as set forth in Article 19 of the General Conditions of the Agreement (the "General Conditions"). Said General Conditions are attached hereto and incorporated by reference. **No work other than that included in this Agreement shall be done and no additional material shall be furnished by the Contractor without a written Change Order or Construction Change Directive signed by the Designer, Town Manager, Town Department Director, Town Attorney and the Town Finance Officer, and, if required by ordinance or resolution, approved and executed by the Town Council.** In the absence of such written Change Order or Construction Change Directive, the Contractor shall not be entitled to the payment for any additional work.

Section 11. The Owner reserves the right to place inspectors on the Work or at the place of shipment, or delivery of materials, or at factory or works of the Contractor, to observe the quality and character of the Work performed and materials used, and the Contractor agrees to afford such inspectors all proper access and facilities for carrying out their duties.

It is agreed and understood that the right of the Owner to review or inspect the Work or materials is retained in order to secure the completion of the Work in conformity with the plans, specifications, and the contract documents, and without unnecessary inconvenience to the public, but nothing contained in the plans, specifications, and the contract documents shall be taken or understood to authorize control by the Owner of any of the Contractor's obligations, or of the means or methods for performance of the Work, or as to make the Contractor an agent of the Owner.

Section 12. The Contractor acknowledges and agrees that **no employee of the Owner or the Designer HAS ANY POWER TO VARY THIS CONTRACT without a written Change Order or Construction Change Directive** as set forth in Article 19 of the General Conditions and that any variation from this Agreement shall be at the Contractor's own risk.

Section 13. The Contractor and Owner agree that this Agreement may not be assigned or transferred, including any assignment by operation of law, without the consent of the other. The assignment or transfer, including any assignment by operation of law, of any part of the Work by the Contractor shall not in any way relieve the Contractor of the Contractor's obligations, and the Owner will look to the Contractor, and not the subcontractor, for the faithful performance of the Work.

Section 14. The Contractor agrees to immediately remove and reconstruct at the Contractor's own expense all work or materials not in conformity with this Agreement, and any failure on the part of the Designer or Owner to reject nonconforming work or material before the final completion and acceptance of the entire Work or material, shall not be considered an acceptance of the Work or material, or any part of it, notwithstanding that such Work or material previously may have been paid for.

Section 15. On the final completion of the work, the Owner shall proceed with due diligence and in accordance with the General Conditions to pay or cause to be paid within thirty (30) days thereafter the Contract Sum as modified by valid change orders signed as provided herein, less progress payments previously made, in legal tender of the United States and the acceptance of payment of such final amount shall release the Owner from all claims by the Contractor for Work done, materials furnished, or any other claims under or relating to this Agreement.

Section 16. The Owner may at any time require full release of all claims for materials or labor furnished for the Work and may withhold payments of amounts reasonably adequate to pay such claims until the Contractor has produced evidence reasonably sufficient to establish that such claims have been resolved.

Section 17. The Contractor agrees to perform the Work in such a manner as to be of least inconvenience to the Owner and public. The Contractor agrees to comply with all ordinances and regulations affecting the Work in any manner, and with all sanitary rules and regulations, taking precaution to avoid creating unsanitary conditions.

Section 18. The Contractor further agrees that if there is a material breach of this Agreement by the Contractor as provided in Article 29 of the General Conditions, the Owner shall have the right to notify the Contractor of the Contractor's default. Upon notification of such a default, the Contractor shall discontinue said work or such part of parts thereof as the Owner may designate, and the Owner shall thereupon have the power and the right to proceed as provided in Article 27 or other applicable provision of the General Conditions.

Section 19. The Contractor shall maintain worker's compensation, general and automobile liability and property damage insurance as set forth in the General Conditions. The Contractor shall indemnify and save harmless the Owner from all costs, damages, expenses, suits, actions, proceedings of every name and description in law or equity, including reasonable attorneys' fees, brought against it or its officers, agents or employees arising out of or related to the performance of the Work, arising out of or related to infringement of any patent, or due to or in consequence of any negligence or any action, error or omission of the Contractor, where Contractor's actions are the proximate cause of the loss, damage or expense.

Section 20. The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.

Section 21. The Contractor contractually agrees to administer all functions pursuant to this Contract without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

Section 22. The Contractor shall furnish the Owner certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina sales and use taxes paid thereon. In the event the Contractor makes several purchases from the same vendor, the Contractor's certified statement shall indicate the invoice number, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina sales and use taxes paid thereon. The Contractor's certified statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina sales or use tax paid thereon by the Contractor. The Contractor shall furnish such additional information as the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim by the Owner for sales or use taxes. The Contractor shall obtain and furnish to the Owner similar certified statements by the subcontractors. The certified statements to be furnished shall be in the form of the standard CONTRACTOR'S SALES TAX REPORT and shall be submitted with each request for payment. The Owner will not make payment to the Contractor until the CONTRACTOR'S SALES TAX REPORTS ARE SUBMITTED. Any and all refunds received by the Owner of said taxes shall remain with the Owner, and the Contractor shall not be entitled to such refund.

Section 23. The Contractor hereby agrees that the Contractor has read each and every clause of this Agreement and fully understands the meaning of the same, and that the Contractor will comply with all the terms herein. This Agreement is to be executed in two copies, one copy to be delivered to the Contractor and the other to be retained by the Owner.

Section 24. This Agreement is subject to the terms of all federal, state, and local requirements for the Work whether or not such requirements are set forth in the body of this contract.

Section 25. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

Section 26. This agreement may be amended or modified only by a writing signed by the Owner and Contractor.

Section 27. This Contract is subject to the provisions of the North Carolina General Statutes regarding the dispute resolution process. Accordingly, the following procedure shall be used to resolve any disputed issues, where the amount in controversy exceeds \$10,000, arising out of this contract or the construction process thereunder. If a dispute occurs between the Owner and Contractor arising out of or relating to the Contract or an alleged breach thereof, the Owner and Contractor agree to attempt to resolve the dispute by engaging in good faith negotiations. If the dispute cannot be resolved by negotiation, the Owner and Contractor agree as a condition precedent to commencing a lawsuit to submit the dispute to non-binding mediation under the construction mediation rules of the American Arbitration Association. The parties agree to exercise good faith efforts to complete any such mediation within ninety (90) days after the demand for resolution has been delivered. The work shall proceed as required by the contract documents during the pendency of any mediation or litigation. In the event a dispute cannot be resolved through non-binding mediation, the courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. Venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action.

Section 28. E-Verify: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes.

Section 29. Contractor's Affidavit: The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner directly or through the Designer an affidavit signed, sworn and notarized to the effect that all payments for materials, labor, services or subcontracted Work in connection with this Contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this Contract.

[SIGNATURES ON FOLLOWING PAGE]

This Contract is between the Town of Chapel Hill and **{Insert Contractor's Full Legal Name}** for **{Insert Project Name}**.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be executed in their respective names.

{INSERT CONTRACTOR'S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

WITNESS

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the ____ day of _____, 20 ____.

Approved as to Form and Authorization. This is to certify that I have examined the attached Contract Documents, other than the Detailed Specifications and Appendices thereto; that after said examination I am of the opinion that such documents conform to the Laws of the State of North Carolina and that execution of the Contract and the Performance and Payment Bonds are in due and proper form and; that the Owner signatures are duly authorized to execute said Contract.

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

Appendix I
A - THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 3(l)
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 4.e
Access to Third Party Contract Records		§ 16.s
Changes to Federal Requirements		§ 3.j.(1)
Equal Employment Opportunity (except special DOL construction clause)		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.e
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 16.d
Prompt Payment		49 CFR 26.29
Prohibition on Certain Telecommunications Equipment		2 CFR 200.216 FAR 52.204-24
Awards Exceeding \$10,000		
Terminations		§ 11 and § 16.d.(2)
Debarment and Suspension	Awards exceeding \$25,000	§ 4.h
Notice to FTA and U.S. DOT Inspector General of waste, fraud, abuse...	Awards exceeding \$25,000	§ 39(b)
Lobbying	Awards exceeding \$100,000	§ 4.c and § 16.d(8)
Awards Exceeding the Simplified Acquisition Threshold (\$250,000)		
Resolution of Disputes, Breaches, or Other Litigation		§ 39
Awards Exceeding \$150,000 by Statute		
Clean Air	42 U.S.C. 7401-7671q.	§ 16.d.(7)
Clean Water	33 U.S.C 1251-1387	§ 16.d.(7)
Buy America	When tangible property or construction will be acquired. The threshold for applicability is no longer tied to the simplified acquisition threshold. It is statutorily fixed in 49 U.S.C. §5323(j)(13).	§ 15.a and b

Note: The Special EEO Clause for Construction is now shown on next page under “Construction Activities” for all contracts.

A - THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 15.c
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 15.d
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 16.d.(4)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 16.d.(5)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 16.d.(4)
Special EEO Provision for Construction	All construction contracts	§ 16.d.(3)
Bonding for Construction Activities Exceeding \$250,000	5% bid guarantee bond. 100% performance and payment bond.	§ 16.n
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.b
Veterans Preference	All construction contracts	16.u
Non-construction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 35.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 35.b

A - THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 37
Miscellaneous Special Requirements		
Energy Conservation	All Contracts	§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 16.d.(10)
Prohibition on Certain Telecommunications Equipment	All Contracts	2 CFR 200 Appendix II 2 CFR 200.216
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 16.l
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.h
Assignability Clause	Procurements through assignments ("piggybacking").	§ 16.a, which incorporates FTA circular 4220.1

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Equal Employment Opportunity except Special DOL EEO clause for construction projects)	All	All	All	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs		\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs
Prompt Payment	All	All	All	All	All
Federal Tax Liability	All	All	All	All	All
Trafficking	All	All	All	All	All

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER -- MATRICES

TYPE OF PROCUREMENT

PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Section 2					
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

1. FTA Funding Requirement/No Obligation to Third Parties by Use of a Disclaimer

This requirement may be financed in whole or in part by the Federal Transit Administration. Accordingly, federal requirements apply to this Contract and if those requirements change then the changed requirements shall apply to the resultant contract(s) and order(s) as required. The TOWN of CHAPEL HILL and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the TOWN of CHAPEL HILL, Contractor, or any other party pertaining to any matter resulting from the underlying contract. The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. TITLE VI Compliance (Civil Rights and Equal Opportunity)

The TOWN OF CHAPEL HILL is an Equal Opportunity Employer. As such, CHAPEL HILL TRANSIT and the TOWN OF CHAPEL HILL agree to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, CHAPEL HILL TRANSIT and the TOWN OF CHAPEL HILL agree to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this requirement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion,

national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. Access to Records

The Contractor shall permit the authorized representatives of the TOWN of CHAPEL HILL, the United States Department of Transportation and the Comptroller General of the United States to inspect, audit, make copies and transcriptions of all work, materials, payrolls and other data and records of the Contractor relating to its performance under the Contract. The Contractor shall maintain all such records for a period of three (3) years after the TOWN of CHAPEL HILL makes final payment under this Contract.

6. Changes to Contract

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

7. Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each

contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the TOWN of CHAPEL HILL and CHAPEL HILL TRANSIT. If it is later determined by the TOWN of CHAPEL HILL and CHAPEL HILL TRANSIT that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the TOWN of CHAPEL HILL and CHAPEL HILL TRANSIT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by

FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the TOWN of CHAPEL HILL and understands and agrees that MST will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to the TOWN of CHAPEL HILL and understands and agrees that the TOWN of CHAPEL HILL will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

10. Termination for Convenience (General Provision)

The TOWN of CHAPEL HILL may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the TOWN of CHAPEL HILL's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to TOWN of CHAPEL HILL to be paid the Contractor. If the Contractor has any property in its possession belonging to TOWN of CHAPEL HILL, the Contractor will account for the same, and dispose of it in the manner TOWN of CHAPEL HILL directs.

11. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TOWN of CHAPEL HILL may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the TOWN of CHAPEL HILL that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the TOWN of CHAPEL HILL, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

12. Opportunity to Cure (General Provision)

The TOWN of CHAPEL HILL, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other

appropriate conditions.

If Contractor fails to remedy to TOWN of CHAPEL HILL's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from TOWN of CHAPEL HILL setting forth the nature of said breach or default, TOWN of CHAPEL HILL shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude TOWN of CHAPEL HILL from also pursuing all available remedies against Contractor and its sureties for said breach or default.

13. Waiver of Remedies for any Breach

In the event that TOWN of CHAPEL HILL elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by TOWN of CHAPEL HILL shall not limit TOWN of CHAPEL HILL's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

14. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the municipal corporation to be in violation of FTA terms and conditions.

15. Disadvantaged Business Enterprises (DBEs)

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview

It is the policy of the Chapel Hill Transit and the United States Department of Transportation ("DOT") that

Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Chapel Hill Transit to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The Chapel Hill Transit shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the Chapel Hill Transit may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the Chapel Hill Transit.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Chapel Hill Transit deems appropriate.

DBE Participation

For the purpose of this Contract, Chapel Hill Transit will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the Chapel Hill Transit.

DBE Participation Goal

There is no DBE participation goal for this contract.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the Chapel Hill Transit.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the Chapel Hill Transit will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the Chapel Hill Transit will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the Chapel Hill Transit's DBE Coordinator (questions of RFQ requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the Chapel Hill Transit generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
 1. The names, addresses, and telephone numbers of DBE's that were contacted;
 2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
 3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include

copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but

meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the Chapel Hill Transit's prior written consent. Chapel Hill Transit may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify Chapel Hill Transit in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

Chapel Hill Transit shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the Contractor to submit quarterly written reports to Chapel Hill Transit that summarize the total DBE value for this Contract.** These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Chapel Hill Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed. The successful Bidder/Offeror shall permit:
 - Chapel Hill Transit to have access to necessary records to examine information as Chapel Hill Transit deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
 - The authorized representative(s) of Chapel Hill Transit, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of

this Contract.

- All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time Chapel Hill Transit has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Chapel Hill Transit may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

16. Prompt Payments Mechanisms

The prime consultant firm is required to pay all sub-consultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment that the Town of Chapel Hill/Chapel Hill Transit makes to the prime consultant. The prime consultant is required to provide prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the project sponsor. This clause applies to both DBE and non-DBE subcontractors.

17. Clean Air Act

- (a) The Contractor agrees to comply with all applicable standards, orders, or regulations, issued pursuant to the Clean Air Act, as amended 42 U.S.C. Sect. 7401 et seq. and 40 CFR 15.61 and 49 CFR Part 18. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

18. Clean Water

- (a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. 33 U.S.C. Sect.1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

19. Lobbying Restriction

Byrd Anti-Lobbying Amendment, 31 U.S.C 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C §1601, et seq.). Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restriction on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence a member an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 21 U.S.C 1352. Each tier shall comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C 1352. Such disclosures are forwarded from tier to tier up to the contractor.

The requisite "Lobbying Certification" is included as an Attachment and shall be executed for contracts of \$100,000 or more and prior to the award of the contract.

**GENERAL CONDITIONS
TO
CONTRACT**

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - DEFINITIONS

- a. **Change Order**, as used herein, shall mean a written order to the Contractor subsequent to the signing of the contract authorizing a change in the contract. The Change Order shall be signed by the Contractor, Designer and the Owner, including the Town Manager, and Town Finance Director (consistent with Section 10 of the Contract).
- b. The **Contract Documents** consist of the agreement between Owner and Contractor (hereinafter the Contract), conditions of the contract (general, supplementary and other conditions) Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the agreement and modifications issued after execution of the contract. A modification is (1) a written amendment to the Contract signed by both parties, (2) a change order, (3) a construction change directive or (4) a written order for a minor change in the work issued by the architect. The contract documents form the contract for construction. The contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified only by a modification. The contract documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor
- c. The **Contractor** is the party who is awarded the Contract for the Work. The term “Contractor” includes the Contractor or the Contractor’s authorized representative.
- d. **Contract Sum** is the amount stated in the Contract as the Contractor’s compensation for the completion of the Work, as modified by Change Order.
- e. The **Designer(s)**, as referred to herein, shall mean the architect, landscape architect, and/or engineer and their authorized representatives, including subcontractors and subconsultants.
- f. The **Drawings** are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- g. **Liquidated damages**, as stated in the Contract Documents, is an amount reasonably estimated in advance to cover the losses incurred by the Owner by

reason of failure of the Contractor to complete the Work within the specified Time of Completion.

- h. **OWASA** is the Orange Water and Sewer Authority, an independent utility provider.
- i. The **Owner** is the Town of Chapel Hill.
- j. The **Project** is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Contractors.
- k. **Project Expediter**, as used herein, shall be the Contractor. In multi-prime situations, the General Contractor shall be the Project Expediter. The Project Expediter shall have the following responsibilities:
 - 1. Prepare and maintain the project progress schedule in accordance with Article 14.
 - 2. Collect, review and submit shop drawings, product data, samples and other such items and submit them to the Designer in accordance with the Contract Documents.
 - 3. Give adequate notice to all Contractors to ensure efficient continuity of all phases of the work.
 - 4. Notify the Designer of any actual or anticipated changes in the project progress schedule.
 - 5. Coordinate the work among the various Contractors and Subcontractors, utilities, and regulatory authorities so that the Work is completed without delay and within the Contract time.
- l. **Project Site**. The term Project Site is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the Project Site is shown on the Drawings.
- m. The **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- n. A **Subcontractor**, as the term is used herein, is one who has entered into a direct contract with a Contractor, and includes one who furnishes labor and materials worked to a special design in accordance with the Contract Documents, but does not include one who only sells or furnishes materials not requiring Work so

described or detailed. In general, a Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the Project Site. The term “Subcontractor” does not include a separate Contractor or Subcontractors of a separate Contractor.

- o. **Substantial Completion** is the stage in the progress of the Work, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or use the Work for its intended use.
- p. **Surety** shall mean the bonding company or corporate body which is bound with and for the Contractor, and which engages to be responsible for the Contractor and his acceptable performance of the Work and payment of subcontractors and suppliers.
- q. **Time of Completion, or Contract Time**, as stated in the Contract Documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, as modified by Change Order, or such other date as may be established herein.
- r. The **Town** means The Town of Chapel Hill in its capacity as a regulatory body or agency, as opposed to its capacity as Owner of the project.
- s. **Written notice** shall be defined as notice in writing delivered in person to the Contractor, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered or certified mail, return receipt requested.
- t. **Work**, as used herein as a noun, is intended to include materials, services, labor and workmanship of the appropriate Contractor in connection with the construction of the Project. The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations and labor, materials, equipment and services provided or to be provided by a Subcontractor, sub-Subcontractor, material supplier or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents. The Work shall include such materials whether or not located on the Project Site. The Work may constitute the whole or a part of the Project.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The Contract Documents shall be signed by authorized representatives of the Owner and Contractor.
- b. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The intent of the

Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if it were both called for and shown. The intent of the Drawings and Specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete Project. The Drawings shall be accurately followed, preference being given to figured dimensions over scaled, and to large scale drawings over small scale drawings. If sufficient detail is lacking in the Contract Documents or if discrepancies appear among the Contract Documents, then the Contractor shall request clarification or interpretation from the Designer. The order of precedence and priority of the Contract Documents shall be as follows: The Contract; the General and Supplemental Conditions; and the Drawings and Specifications. In the case of an inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided.

- c. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- d. Any material specified in the Specifications by reference to the number, symbol or title of specific standards, such as commercial standards, federal specifications, trade association standards, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Contract, except as limited to type, class or grade, or modified in such reference by a given date. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These standards have not been furnished to the Contractor as the Contractor and its manufacturers and Subcontractors are assumed to be familiar with their requirements.

ARTICLE 3 - CLARIFICATIONS, DETAIL DRAWINGS, AND INVESTIGATIONS

Clarifications

- a. Where the nature of the Work requires clarification by the Designer, such clarification shall be furnished by the Designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.
- b. The Contractor, if deemed necessary, shall include in the project progress schedule dates upon which foreseeable clarifications will be required. The Designer shall furnish drawings or clarifications in accordance with that schedule. The Contractor shall not proceed with the Work without such detail drawings and/or written clarifications.

Contractor's Investigation.

- a. By executing the Contract, the Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during Work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory Work done by the Owner, as well as from the Drawings and Specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

- b. The Contractor shall examine and study the Contract Documents, including the Drawings and Specifications, and fully understand the project design, and shall provide constant and efficient supervision to the Work. Should it discover any discrepancies of any sort in the Drawings or Specifications, it shall report them to the Designer without delay. Contractor will not be held responsible for discrepancies in the Drawings and/or Specifications, unless it recognized such discrepancy and knowingly failed to report it to the Designer, but shall be held responsible to report discrepancies should they become known. If the Contractor performs any construction activity knowing it involves a recognized error, variance, inconsistency or omission in the Contract Documents without such notice to the Designer, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable cost for correction. Notwithstanding anything to the contrary in the foregoing, the Contractor represents that it has carefully examined the Drawings and Specifications, and that, except as the Contractor may have advised the Owner in a written notice delivered prior to the execution of the contract, the Drawings and Specifications are sufficient in content and detail to complete the Work and to enable the Contractor to deliver, within the contract sum and the contract time, a fully completed project with all pertinent improvements without the need for any change to the contract sum or contract time.

- c. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. The Owner assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents

before the execution of the Contract, unless that understanding or representation is expressly stated in the Contract.

- d. Information furnished by the Owner relating to surveys, subsurface investigations, soil borings, utility line locations and other similar information is for general information only and is not part of the Contract Documents. The Owner does not guarantee the completeness or accuracy of such information unless specifically noted otherwise. The furnishing of such information by the Owner shall not excuse the Contractor from responsibility for verifying existing grade elevations, conditions and dimensions of existing structures and features at the Project Site. The Contractor shall report to the Designer and Owner any errors or inconsistencies found in such information.
- e. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to Designer at once.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

Unless otherwise agreed, the Owner shall furnish free of charge to the Contractor such copies of the Drawings and Specifications as are reasonably necessary for execution of the Work.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, PRODUCT DATA

- a. The **Shop Drawings** are drawings, diagrams, schedules and other data especially prepared for the work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work. **Samples** are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. **Product data** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work. The purpose of the submittal of shop drawings, samples, product data and similar submittals is to demonstrate for those portions of the work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- b. The Contractor shall submit to the Designer all shop drawings, product or data samples, color charts, etc., required for the Work. All such submittals shall be reviewed and approved by the Contractor and shall bear the Contractor's stamp of approval before being forwarded to the Designer. Shop drawings shall be submitted in quadruplicate and shall be made with reasonable promptness and in such sequence as to cause no delay of the Work or any part thereof and in no case less than six (6) weeks prior to the date on which the submittal must be returned

to the Contractor to avoid delays in the Work. On all submittals the Contractor shall: (1) indicate the date the Contractor received or created each submittal, (2) stamp each submittal with a “reviewed by Contractor” stamp, (3) number each submittal sequentially, and (4) indicate the date it was transmitted to the party responsible for reviewing it. Any transmittal of any submittal by the Contractor constitutes a representation that the Contractor has reviewed and approved the submittal whether or not such dating procedures are followed. When delivering any submittal, the Contractor shall advise the party receiving it in writing of the date the submittal must be returned to the Contractor to avoid delays in the Work. The Contractor shall promptly notify the Owner if any submittal is not returned by the date designated by the Contractor.

- c. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the Designer has advised the Contractor that such submittal has been approved. Such work shall be in accordance with approved submittals. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents and that the Contractor has, or immediately will, notify the Designer of any discrepancies or deviations found. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by any approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the party reviewing them in writing of such deviation at the time of submittal and such party has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors and omissions in shop drawings, product data, samples or similar materials by the approval thereof by the party reviewing them. The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data, samples or similar submittals, to revisions other than those requested by the party reviewing them on previous submittals. The Designer shall review the shop drawings promptly, noting desired corrections, if any, and shall return two copies to the Contractor within twenty (20) calendar days after receipt from the Contractor. The Contractor shall furnish corrected drawings in triplicate to the Designer. Two copies of approved drawings shall be returned to the Contractor.
- d. Contractor shall prepare and keep current, for Designer’s approval, a schedule of submittals that is coordinated with the Contractor’s construction schedule. The Contractor shall submit a schedule of initial submittals for the early stages of the Work within thirty (30) days after the Contract is awarded. A complete schedule of submittals for the entirety of the Work shall thereafter be submitted by Contractor in a reasonable time so as to allow for orderly contract administration.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE; AS BUILT DRAWINGS

- a. The Contractor shall maintain, in readable condition at his job office on the Project Site, one complete record set of the Drawings, Specifications, addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction, along with approved shop drawings, product data, samples and similar required submittals. Such drawings and specifications shall be available for use by the Designer or his authorized representative.
- b. The Contractor shall maintain at the job office on the project site a day-to-day record of work-in-place that is at variance with the Contract Documents. Such record is to be provided in full to the Designer upon completion and acceptance of the project.
- c. “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or Subcontractor at any tier to show the construction of a particular structure or Work as actually completed under the contract. “As-built” drawings shall be synonymous with “Record drawings.” Final as-built Drawings shall be provided to the Designer by all Contractors, unless the Designer excuses the provision of as-builts. Contractors are also responsible for providing as-built Drawings to the applicable utilities, such as OWASA, if such utilities require as-built Drawings.
- d. The Contractor shall provide the Designer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- e. This article shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by Subcontractors are submitted to the Designer in connection with the Contractor’s final application for payment.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications are instruments of service and remain the property of the Owner. The use of these instruments on Work other than this Contract without permission of the Owner is prohibited. All copies of Drawings and Specifications other than contract copies shall be returned to the Owner upon request after completion of the Work.

ARTICLE 8 - MATERIALS, EQUIPMENT, WORKMANSHIP

- a. The Contractor shall supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of its Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or reasonably implied there from, all in accordance with the Contract Documents.
- b. All materials shall be new and of the quality specified, except where reclaimed material is authorized and approved for use. Workmanship shall be free of defects and shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be, at the election of the Owner, considered defective and may be rejected.
- c. Upon request by the Owner, the Contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of

equal or equivalent design shall be submitted to the Designer for approval or disapproval.

- e. Each Contractor shall obtain written approval from the Designer for the use of substitute products, materials or equipment claimed as equal to those specified. Such approvals must be obtained as soon after contract award as possible and before any materials are ordered. Written applications for approvals of substitutes shall be made by the Contractor and not by Subcontractors or material suppliers.
- f. The Designer is the judge of equality for proposed substitution of products, materials or equipment.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the Contract Documents that the Work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The Contractor shall protect, indemnify and save harmless the Owner against suit on account of alleged or actual infringement. The Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS, TOWN AS REGULATOR

- a. The Contractor shall give all notices and comply with all laws, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on the conduct of the Work. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required after contract award shall be made by Change Order in accordance with Article 19. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Designer, it shall bear all costs arising there from.
- b. All Work under this contract shall conform to the Contract Documents, Drawings and Specifications, the North Carolina State Building Code and other state, local and national codes as are applicable. Except as otherwise provided herein, the cost of all required inspections and permits shall be the responsibility of the Contractor, except that the fees for Town-issued building permits are waived.
- c. If the Contractor performs any Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without prompt notice to the Designer and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable damages, losses, costs and expenses.
- d. Contractor acknowledges that it has reviewed the requirements and specifications of the various utilities having jurisdiction affecting the Work including, but not

limited to, OWASA, Duke Power Company, Public Service Gas Company, Southern Bell, and other such utilities. Contractor shall comply with the requirements and specifications imposed by such utilities, and shall coordinate the Work, including the Work of other Contractors and Subcontractors, with such utilities. If Contractor becomes aware of any discrepancy between the requirements of a utility and the Contract Documents, it shall immediately report such discrepancy to the Designer. Contractor acknowledges that such utilities are independent entities, and are not agents, subcontractors, or separate Contractors of the Owner.

- e. Contractor acknowledges that the Town, in its role as regulatory body, has the inspection and regulatory duties imposed by applicable law, including, but not limited to, inspection of streets, roadways, and clearing limit lines, issuance of permits and certificates of occupancy, and other such duties. Contractor acknowledges the role of the Town as Owner under this Contract, and that any delays, disruptions, extra costs or other items caused or allegedly caused by the Town in its role as regulatory body are not attributable to the Owner, nor is the Owner responsible for such delays, disruptions, or extra costs, unless otherwise provided in the Contract Documents.
- f. Contractor shall pay sales, consumer use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded whether or not yet effective or merely scheduled to go into effect.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- b. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. Employees and other persons performing the Work and other persons who may be affected thereby;
 - 2. The work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under care, custody or control of the Contractor or of the Contractor's Subcontractors or sub-Subcontractors; and
 - 3. Other property at the Project Site or adjacent thereto, such as, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4. The Contractor shall properly remedy damage and loss to the property referred to above caused in whole or in part by the Contractor, a Subcontractor, a sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.
- c. The Contractor shall provide cover and protect all portions of the Work when the Work is not in progress, provide and set all temporary roofs, covers for doorways, sashes and windows, and all other materials necessary to protect all the Work whether set by him, or any of the Subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Owner.
- d. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Designer.
- e. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the Work. It shall comply with local ordinances, including, without limitation, the Tree Protection Ordinance as in effect at the time of construction, and with the Drawings and Specifications as they relate to the protection of trees and shrubs. It shall barricade all walks, roads, etc., as directed by the Designer to protect persons on the site and to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the Work shall be well barricaded and properly lighted at night.
- f. The Contractor shall, as part of the Work, provide all earth retention systems, shoring, lateral and subjacent support necessary to prevent any damage to adjacent or nearby property owners and shall, if such shoring or support is insufficient, be solely responsible to pay for any damage incurred by such property owners by reason of excavations and execution of the Work. If entry on or encroachment upon adjoining property or public right-of-way is necessary to perform the Work, the Owner shall obtain any necessary permissions, permits or licenses and pay all costs and fees therefore. However, it is the Contractor's responsibility to investigate alternative construction methods that could avoid such encroachments and to provide evidence to the Owner that such encroachments are necessary and unavoidable.
- g. The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements, including the Occupational Safety and Health Act ("OSHA") as adopted in North Carolina, to prevent accident or injury to persons on or about the location of the Work. It shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, floor penetrations, elevator shafts, stairwells and similar

hazards. It shall protect against damage or injury resulting from falling materials and it shall maintain all protective devices and signs throughout the progress of the Work. All trenching work shall be accomplished in strict compliance with OSHA regulations and other applicable regulations, laws and codes.

- h. The Contractor shall designate a responsible member of its organization as safety inspector, whose duties shall include accident prevention on the Work. Unless otherwise agreed, that person shall be the Contractor's superintendent. The name of the safety inspector shall be made known to the Designer at the time the Work is started. Any safety violation shall be reported to the Owner and Designer and corrected immediately.
- i. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous material including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (pcb) or other toxic substances which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Designer in writing. The suspected hazardous material shall be examined by a qualified specialist at the Owner's expense. Should the examination confirm the presence of previously unidentified hazardous material, the Owner shall be responsible for conducting clean up or abatement by separate Contractor to remove the potential hazard. If the Contractor caused the hazardous material to exist on the Project Site without the Owner's prior consent, the Contractor shall promptly reimburse the Owner for the cost of said clean up or abatement. The qualified specialist shall certify that no hazardous material exists or that abatement has been satisfactorily completed. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is hazardous material and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of a hazardous material, or when it has been rendered harmless, as certified by the qualified specialist. Any losses suffered by the Contractor relating to the performance of the Work and not attributable to a wrongful act or omission of the Contractor and which are due to the hazardous material on the Project Site shall be compensated by the Owner and reflected in a Change Order.
- j. When use or storage of hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner ten days' notice in advance of such use, storage or unusual methods. All hazardous or toxic materials or waste used, stored, or generated at the Project Site shall be used, stored, transported and disposed of in strict conformity with applicable laws, codes, rules, regulations and orders of governmental authorities having jurisdiction. This includes, but is not limited to, the provision of appropriate material safety data sheets ("MSDS") and compliance with applicable "right to know" laws. The Contractor shall not include asbestos, polychlorinated biphenyls or urea formaldehyde in any construction materials. The Contractor shall be responsible for the removal and clean up of all hazardous and toxic materials and waste brought to the Project Site

or generated at the Project Site by the Contractor or any Subcontractor. The Contractor shall indemnify, defend and hold harmless the Owner from and against all claims, suits, damages, losses, fines, penalties, costs and expenses, including reasonable attorney's fees, arising from or in connection or otherwise relating to the use, generation, storage, release, transporting and disposal of any hazardous or toxic materials or waste in the performance of the work.

- k. In the event of emergency affecting the safety of life, the protection of Work, or the safety of adjoining properties, the Contractor is hereby authorized to act at its own discretion to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 19.
- l. The Contractor shall promptly report in writing to the Owner and Designer all accidents arising out of or in connection with the work which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death or serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and Designer.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the Contractor in connection with the project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the project is in full compliance with the laws, regulations and ordinances then in effect, including but not limited to the Sedimentation Pollution Control Act of 1973 ("S.P.C.A."), as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C). The Town, as regulator, reserves the option to impose standards more rigorous than those contained in the S.P.C.A., as included in the Specifications.
- b. Upon receipt of notice that a land-disturbing activity is in violation of the S.P.C.A. or other erosion control measures or regulations, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with such act or measures are promptly taken.
- c. The Contractor shall be responsible for defending any legal actions instituted pursuant to N.C. Gen. Stat. 113A-64 or other erosion control laws or regulations against any party or persons described in this article.
- d. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Designer and the agents, consultants and employees of the Owner and Designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or

resulting from the performance of Work or failure of performance of Work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the S.P.C.A. or other erosion control measures, laws, or regulations. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 13 - INSPECTION OF THE WORK; TESTING

- a. The Work shall be subject to inspection during normal working hours by the Designer, designated representatives of the Owner, and those persons required by state or local law or ordinance to test special work for official approval, including representatives of the Town, as regulator. The Contractor shall therefore provide safe access to the Work at all times for such inspections.
- b. All instructions to the Contractor will be made only by or through the Designer or his designated project representative. Observations made by representatives of the Owner and of regulatory authorities shall be conveyed to the Designer for review and coordination prior to issuance to the Contractor.
- c. Where special inspection or testing is required by virtue of any state or local laws, instructions of the Designer, specifications or codes, the Contractor shall give adequate notice to the Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Designer. Such special tests or inspections will be made in the presence of the Designer, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.
- d. All laboratory tests shall be paid by the Owner unless provided otherwise in the Contract Documents except the general Contractor shall pay for laboratory tests to establish design mix for concrete and asphalt, and for additional tests to prove compliance with Contract Documents where materials have tested deficient.
- e. Should any work required to be inspected by the Contract Documents, direction of the Designer or provisions of law be covered up or concealed prior to inspection and approval by the Designer, such work shall be uncovered or exposed for inspection, if so requested by the Designer in writing. Inspection of the work will be made promptly upon notice from the Contractor. All costs involved in uncovering, repairing, replacing, recovering and restoring the work to design condition will be paid by the Contractor involved.
- f. If any other portion of the Work not required to be inspected or which the Designer has not specifically requested to observe prior to being covered, has been covered, the Designer may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change

Order, be charged to the Owner. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate Contractor, in which event the Owner or the separate Contractor shall be responsible for the payment of such costs.

- g. The Owner may (but shall not be obligated to) from time to time, at its own cost and expense, perform or cause to be performed such additional tests and inspections of the work as the Owner may determine to be necessary or appropriate, and the Contractor shall, upon receipt of reasonable prior written notice identifying any such tests and inspections, coordinate the Work so as to accommodate the performance of such tests and inspections. Copies of any results of such Owner initiated test and inspection shall be made available to the Contractor if the Contractor so requests, provided, the Contractor shall not be entitled to rely upon such results (and the Owner makes no representation or warranty as to the accuracy or completeness thereof) and the Owner's performance of any test and inspection shall not serve to relieve the Contractor of its obligation to perform the work in accordance with the requirements set forth in the Contract Documents.
- h. If the Designer, Owner or public authorities having jurisdiction determine that portions of the work will require additional testing, inspection or approval not included under the preceding subparagraphs of this article, the Designer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Designer and the Owner of when and where tests and inspections are to be made so the Designer and Owner may observe such procedures. The Owner shall bear such cost except as otherwise provided in this Article.
- i. If such procedures for testing, inspection or approval under subparagraphs f, g and h reveal failure of the portions of the work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Designer's services and expenses.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULING

Supervision

- a. Throughout the progress of the Work, each Contractor shall keep on the job a competent superintendent or supervisory staff satisfactory to the Designer. The superintendent shall not be changed without the consent of the Designer and Owner unless the superintendent ceases to be employed by the Contractor or ceases to be competent. The superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to initially approve the

superintendent and the right to require Contractor to replace any superintendent whose performance is not satisfactory to the Owner. The superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to him shall be as binding as if given to the Contractor.

Scheduling and Coordination

The Contractor shall cooperate and consult with all other Contractors during the construction of this project. The Contractor shall lay out and execute his Work so as to cause the least delay to other Contractors. The Contractor shall be responsible for any damage to other Contractor's work, and each Contractor shall be financially responsible to other Contractors for undue delay caused to other Contractors on the project.

- a. The Contractor shall coordinate its work with each other separate Contractor within the total time frame established by the project progress schedule that is made a part of the Contract Documents. This time frame shall be as called for in the progress schedule, which requires the participation and agreement of all Contractors in its preparation and acceptance. Should any separate Contractor allege that the Contractor has caused a delay in the work of the separate Contractor, then the Contractor shall defend, indemnify and hold harmless the Owner and the Designer from any claim, demand, suit, or cause of action arising in whole or in part out of the alleged delay or delays, and the Contractor shall bear all costs and expenses, including all attorneys' fees and court costs, which the Owner, and/or Designer may incur in connection with any such claims.

The Contractor is required to attend monthly job site progress conferences as called by the Designer. The Contractor's representatives shall have authority to act on behalf of the Contractor. These meetings shall be open to Subcontractors, material suppliers and any others who can contribute toward maintaining required job progress. Subcontractors, whose work is on the critical path of the work for the thirty days following the monthly meeting, or any part thereof, shall attend the meeting unless excused by the Designer. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. The Contractor shall be prepared to assess progress of the Work as required in his particular contract and to recommend remedial measures for correction of progress as may be appropriate. The Designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman, and shall produce written minutes of the meeting.

It shall be the responsibility of the project expediter to cooperate with and obtain from the several Contractors on the job their respective schedules and to integrate them into a project progress schedule that will show graphically, by a detailed bar chart, critical path method (CPM) or other acceptable and approved methods, the projected progress of the job from start to finish and within the allotted time frame. The Contractor along with other Contractors, shall review the proposed progress schedule, and all amended schedules and updates, and approve them in

writing to the Designer and the Project Expediter. Such written approval shall be indicated by each Contractor's signature on the graphic schedule.

The progress schedule shall be presented to the Designer no later than ten (10) days after written notice to proceed. All prime Contractors shall initial or sign the initial graphic progress schedule. No application for payment will be processed until this signed progress schedule is received and approved by the Designer and Owner.

The Project Expediter shall distribute the progress schedule to all the Contractors and display it at the job site.

The several Contractors shall be responsible for the progress schedule and must notify the Project Expediter of any changes or adjustments to their schedules. The Project Expediter shall maintain the progress schedule, making monthly adjustments, updates, corrections, etc. On a monthly basis, the Project Expediter shall prepare and present at the monthly meeting a progress report in a form in sufficient detail, and of a character approved by the Owner. The progress report shall specify, among other things, the estimated percentage of completion, whether the Project is on schedule and, if not, the reasons therefore. Accompanying the progress report shall be an updated progress schedule, and a listing and the status of all Change Orders, modifications, bulletins and other relevant documents that are necessary, keeping all Contractors and the Designer fully informed. Failure to provide a progress report or updated schedule may be grounds for withholding payment as set forth in Article 31.

The Project Expediter shall notify each Contractor of such events or time frames that are critical to the progress of the job. Such notice shall be timely and reasonable. Should the progress be delayed due to the Work of any of the several Contractors, it shall be the duty of the Project Expediter to immediately notify the Contractor(s) responsible for such delay, the Designer and other prime Contractors.

Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the Contractor so designated, or the responsibility of the other Contractors involved in the project.

ARTICLE 15 - SEPARATE CONTRACTS AND CONTRACTOR RELATIONSHIPS

- a. In some instances, the North Carolina General Statutes require separate contracts to be awarded for the general construction, heating and ventilating and air conditioning, plumbing, and electrical installations. In such case, the Owner reserves the right to prepare separate specifications, receive separate bids, and award separate contracts for such other major items of work as may be in the Owner's best interest.
- b. All Contractors shall cooperate with each other in the execution of their work, and shall plan their work in such manner as to avoid conflicting schedules or delay of the work.
- c. If any part of Contractor's work depends upon the work of another Contractor, defects which may affect that Work shall be reported to the Designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a Contractor where such condition exists will constitute acceptance of the other Contractor's work as satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The Designer shall be the judge as to the quality of work and shall settle all disputes on the matter between Contractors.
- d. Any mechanical or electrical work such as sleeves, inserts, chases, etc., which is located in the work of the general Contractor shall be built in by the general Contractor. The respective mechanical and electrical Contractors shall set all sleeves, inserts and other devices built into the structure in cooperation and under the supervision of the general contractor. The responsibility for the exact location of such items shall be that of the mechanical and/or electrical contractor.
- e. Should a Contractor cause damage to the work or property of another Contractor, it shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.
- f. The Contractor agrees to coordinate construction activities with the activities of regulatory authorities, utilities, and the Owner's maintenance personnel; to isolate construction work areas from interior areas with dust isolating partitions; and to schedule construction activities and to locate materials, equipment, and supplies on the Project Site in a manner that facilitates the Owner's regular operations in and around the Project with the least interference practicable.
- g. If at any time during the construction and completion of the Work covered by these Contract Documents, the conduct of any worker of the various crafts should be adjudged a nuisance to the Owner or Designer, or if any worker should be

considered unfit or detrimental to the Work, the Contractor shall order such parties removed immediately from the grounds.

ARTICLE 16 - SUBCONTRACTS AND SUBCONTRACTORS

- a. Within fourteen (14) days after award of the contract, the Contractor shall submit to the Designer a list giving the names and addresses of Subcontractors and equipment and material suppliers it proposes to use, together with the scope of their respective parts of the work. Should any subcontractor be disapproved by the Designer, the Designer shall submit his reasons for disapproval in writing to the Owner. No portion of the work shall be awarded to any Subcontractor not approved by the Designer and Owner. The Designer shall act promptly in the approval of subcontractors, and when approval of the list is given, no changes of subcontractors will be permitted except for cause or reason considered justifiable by the Designer.
- b. The Contractor is and remains fully responsible for his own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the Contract.
- c. The Owner reserves the right to limit the amount of portions of work to be subcontracted.

ARTICLE 17 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

- a. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume towards the Contractor all the obligations and responsibilities that the Contractor, by these documents, assumes toward the Owner and Designer. Such assumption by the Subcontractor shall not relieve the Contractor of any of its obligations under the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the Owner and Designer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract agreement, copies of the Contract Documents applicable to the portion of the Work to be performed by such Subcontractor.
- b. Any part of the work performed for the Contractor by a Subcontractor shall be pursuant to a written subcontract between the Contractor and such Subcontractor, which shall be prepared on a master form of subcontract which the Contractor has, prior to the execution of any subcontract, submitted to the Owner to insure that each such subcontract contains provisions that:

1. Require that such portion of the work be performed in accordance with the requirements of the Contract Documents;
 2. Require timely submission of Subcontractor's applications for payment and ancillary materials in order to enable the Contractor to apply for payment in accordance with the Contract Documents;
 3. Waive all rights the subcontracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance required in the Contract Documents, except for such rights as they have to the proceeds of such insurance held by the Owner;
 4. Recognize the rights of the Owner pursuant to the contingent assignment of subcontracts and require the Subcontractor (upon notice by the Owner that the Owner has terminated the agreement with the Contractor pursuant to the terms of the Contract Documents, and that the Owner has elected to retain the Subcontractor pursuant to the terms of its subcontract with the Contractor) to complete the unperformed obligations under such subcontract and, if requested by the Owner, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner under his subcontract in the manner in which he has been bound to the Contractor;
 5. Require the Subcontractor to carry and maintain the appropriate insurance, unless otherwise approved by Owner, and to deliver certificates of insurance prior to the commencement of its portion of the Work and certified copies of the policies of insurance upon request of the Owner.
- c. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:
1. This assignment is effective only after termination of the Contract by the Owner for cause and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
 2. This assignment is subject to the prior rights of the Surety, if any, obligated under bond relating to the Contract.

If the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

Upon the Owner's reasonable request, the Contractor shall promptly execute further documentation conditionally assigning each subcontract agreement to the Owner (and the Contractor shall cause the

Subcontractor to acknowledge said assignment). Copies of the executed subcontract agreement shall promptly be delivered to the Owner upon the Owner's request.

- d. The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 18 - DESIGNER'S STATUS

- a. The Designer shall provide general administration of the performance of construction contracts, including liaison and necessary inspection of the Work to ensure compliance with Drawings and Specifications. He is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the Contract Documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. Should the Designer cease to be employed on the work for any reason whatsoever, then the Owner shall employ a competent replacement who shall assume the status of the former Designer.
- c. The Designer will visit the Project Site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the completed work and to determine if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents. On the basis of on-site observations, the Designer will keep the Owner informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the work.
- d. The Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The Contractor shall provide facilities for such access so the Designer may perform his functions under the Contract Documents.
- e. The Designer will recommend to the Owner rejection of work which does not conform to the Contract Documents. Whenever the Designer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Designer will recommend to the Owner additional inspection or testing of the work, whether or not such work is fabricated, installed or completed.
- f. Based on the Designer's observations and evaluations of the Contractor's applications for payment, the Designer will review and certify the amounts due the Contractor and will issue certificates for payment in such amounts.

- g. The Designer will prepare any Drawings required for Change Orders.
- h. The Designer will conduct inspections to determine the date or dates of substantial completion and completion of each building and of the entirety of the work and the date of final completion of the entirety of the work, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final certificate for payment upon compliance with the requirements of the Contract Documents.
- i. Interpretations and recommendations of the Designer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing. When making such interpretations and recommendations, the Designer will endeavor to secure faithful performance by both Owner and Contractor and will not show partiality to either.

ARTICLE 19 - CHANGES IN THE WORK

- a. Changes in the Work may be accomplished after execution of the Contract by Change Order, Construction Change Directive, or by order for a minor change in the Work. These changes will not invalidate and will not relieve or release the Contractor from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the performance or payment bonds and will not relieve the surety or sureties of said bonds. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, NO CHANGE SHALL BE MADE BY THE CONTRACTOR EXCEPT UPON WRITTEN ORDER FROM THE DESIGNER, COUNTERSIGNED BY THE OWNER, INCLUDING THE TOWN MANAGER AUTHORIZING SUCH CHANGE. NO CLAIM FOR ADJUSTMENTS OF THE CONTRACT PRICE OR TIME SHALL BE VALID UNLESS THIS PROCEDURE IS FOLLOWED.

Change Order and Construction Change Directives

A **Change Order** is a written instrument prepared by the Designer and signed by the Owner and Contractor stating their agreement upon all of the following:

- a. A change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

Methods used in determining adjustments to the Contract Sum may include those listed in subparagraph d.3.

Construction Change Directives

- a. A Construction Change Directive is a written order prepared by the Owner or the Contractor and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and/or Contract Time being adjusted accordingly.
- b. A Construction Change Directive shall be used by the Owner in the absence of total agreement on terms of a Change Order.
- c. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 1. By estimating and acceptance in a lump sum. The Contractor shall submit change proposals which include a complete itemization of quantities of materials, unit cost of materials when applicable, unit labor cost for each item of Work or total labor hours and applicable hourly rates for each classification of labor, as stated in the [contract] between Owner and Contractor relating to the Work, if any, and the number of calendar days (if any) required to complete the extra Work in addition to the Contract Time or the reduction in calendar days (if any) in the Contract Time for omitted Work. Daily operational costs of temporary facilities may be included only when an extension of time is agreed upon.
 2. By unit prices stated in the Contract, if any, or subsequently agreed upon. The Contractor shall submit an estimate itemizing the number of unit quantities of each part of the Work which is changed, multiplying such unit quantities by the applicable unit prices. The change in Contract Time shall be as described in Sub-Subparagraph c.3. above.
 3. By cost and percentage or by cost and fixed fee. The Contractor shall keep correct records of materials, labor, equipment, transportation, and other items used or expended to effect the required change. Such records shall be kept on forms acceptable to the Owner and submitted to the Owner for review each day that such Work is performed. Only acceptable documents will be considered in establishing the cost of the change. The change in Contract Time shall be as described in Sub-subparagraph d.3. (a) above.
 4. As provided in Subparagraph c.1.
- d. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the

Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.

- e. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in the Contract Sum and/or Contract Time or the method for determining them. Upon execution, such agreement shall be considered as a Change Order.
- f. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. Overhead shall include costs of engineering, shop drawing and change order review, labor of managers, superintendents, technical engineers, timekeepers, clerks, and other office personnel, small tools, and home office expenses. In such case, and also under subparagraph 3. d. above, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subparagraph shall be limited to the following:
 - 1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
 - 2. Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
 - 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
 - 4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
 - 5. Additional costs of supervision and field personnel directly attributable to the change.
- g. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. Unless otherwise provided, in the Agreement, the amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitution are involved in a change, the allowance for

overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

- h. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the Owner may elect to refer the matter to the Designer for initial determination, provided such determination by the Designer shall not be binding on the parties if either or both parties disagree in good faith with such determination.
- i. When the Owner and Contractor agree with any determination made by the Designer concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective upon execution of an appropriate Change Order.
- j. Measurements for Work in a unit price basis, if applicable, shall be made in accordance with United States Standard measures. When specified by weight, measurement shall be computed from weight slips. Measurement for area and linear quantities shall be taken on a horizontal plane. Measurement for volume of excavation and embankment shall be computed from cross-sections by the method of average end areas. Volume of other materials shall be computed by multiplication of the surface area on a horizontal plan times the specified depth or thickness. If materials are specified to be placed in a structure, the actual volume within the neat lines of the structure, as shown on the Drawings, shall be the basis for computing the Work.

ALL CHANGE ORDERS SHALL BE SUPPORTED BY A BREAKDOWN SHOWING METHOD OF ARRIVING AT NET COST AS DEFINED ABOVE.

In all change orders, the Contractor shall obtain quotations and supporting data, and verify correctness. The Designer shall prepare the change order, secure the Contractor's signature, certify the change order by his signature, and forward the change order and all supporting data to the Owner for the Owner's signature. The Owner will forward the change order to the Owner for final approval.

At the time of signing a change order, the Contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety and that, in the case of an increase in the Contract Sum of more than 5% of the original contract, the penal sum of the bonds will be increased in an amount corresponding to the increase in the Contract Sum."

A change order, when issued, shall be full compensation, or credit, for the extra Work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the Work. The Contractor's signature on the Change Order constitutes a release of any claim for additional cost or time relative to the Change Order Work.

Concealed Conditions

- a. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Designer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.
- b. The Designer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Designer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the Owner within ten days after receipt of such instructions and, in any event, before proceeding with the Work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- c. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews, and pre- construction services for the Project, or (2) inspections, tests, reviews, and pre- construction services which the Contractor had the opportunity to make or should have performed in connection with the Project. No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

ARTICLE 20 - CLAIMS FOR EXTRA COST

- a. Should the Contractor consider that, for any reason, it is entitled to an increase in the Contract Sum, not authorized by Change Order, Construction Change Directive, or by an order for a minor change in the Work, it shall give written notice thereof to the Designer within seven (7) days without delay, and shall not proceed with the Work affected until further advised, except in an emergency involving the safety of life or property. Failure to provide such notice constitutes a waiver of such claim, and no claims for extra cost will be considered unless the notice is so made. The Designer shall render a written decision within seven (7) days of receipt of claim.
- b. THE CONTRACTOR SHALL NOT ACT ON INSTRUCTIONS RECEIVED BY HIM FROM PERSONS OTHER THAN THE DESIGNER, AND ANY CLAIMS

FOR EXTRA COST OR EXTENSION OF TIME ON ACCOUNT OF SUCH INSTRUCTION WILL NOT BE HONORED. The Designer will not be responsible for misunderstandings claimed by the Contractor of oral instructions that have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a properly authorized Change Order.

- c. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes:
 - 1. Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2. Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the contract documents. Nothing contained in this paragraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Designer has the authority to order minor changes in the Work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 22 - UNCORRECTED NONCONFORMING WORK

If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, which acceptance must be in writing and signed by the Owner, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor agrees that the Contract Time is a reasonable period for performing the work. The Project Expediter, upon notice of award of contract, shall confer with other Contractors, prepare a construction

progress schedule based on the allowed time, and submit such a progress schedule to the other Contractors for approval and coordination with a copy to the Designer and Owner for comment. When the schedule has been approved by all Contractors, the Project Expediter shall distribute a copy to the Designer and Owner for approval. All Contractors shall maintain progress in accordance with the progress schedule and with the terms of the Contract Documents. The progress schedule shall be revised as required by the Project Expediter in cooperation with other Contractors, the Designer and the Owner.

- b. The Contractor shall commence the Work on the date specified in the written notice to proceed and shall fully complete all Work within the number of consecutive calendar days stated. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project Site or elsewhere prior to the effective date of the insurance required by the Contract Documents. For each day in excess of the above number of days stated, the Contractor 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 to complete the Work within the time specified, such time being of the essence of this contract and a material consideration thereof.

- c. The Contractor covenants and agrees to exert all reasonable best efforts to avoid the occurrence of any cause for delay and to avoid any extension of performance dates. Any claim for extension of time shall be made by the Contractor to the Owner in writing and shall be received not more than five (5) working days after the commencement of the alleged cause for delay and within five (5) working days after the cessation of such alleged cause for delay, Contractor shall notify the Owner of such cessation and the total amount of delay, if any, in performance dates which Contractor claims by reason of any such occurrence. Immediately following the commencement of any such cause for delay representatives of the Contractor and Owner shall confer for the purpose of endeavoring to determine a course of action which would terminate or eliminate the occurrence or event which is causing delay. Failure of Contractor to timely assert any alleged claim for extension shall constitute a waiver of the particular claim. Notwithstanding anything to the contrary in the foregoing, the Contractor shall not be entitled to an extension of time unless the event or circumstance giving rise to a delay constitutes an Excusable Event of Delay and the Contractor can demonstrate to the reasonable satisfaction of the Owner that the activity delayed will result in a delay of the Scheduled Completion Date for a building or any other improvements comprising a part of the Work. “Excusable Events of Delay” mean (i) strikes, lockouts or picketing (legal or illegal) which are not limited to the Project Site or projects with which only the Contractor or any of its Subcontractors are involved; (ii) governmental action and condemnation, (iii) riot, civil commotion, insurrection, and war; (iii) fire or other casualty, accident, acts of God or the enemy; (iv) unusual adverse weather conditions not reasonably expected for the location of the Project and the time of the year in question; (v) the passage or unanticipated first time

interpretation or application of any statute, law, regulation or moratorium of any governmental authority; (vi) delays caused by an act or neglect of the Owner or any separate contractor, by delay authorized by the Owner in writing, or by Change Order or Construction Change Directives; or (viii) causes beyond the reasonable control of the Contractor, provided neither the acts or omissions of Subcontractors or suppliers nor (so long as the Owner makes payments in accordance with the requirements of the Contract Documents) the Contractor's or any Subcontractor's insufficiency of funds, bankruptcy or insolvency shall be deemed an Excusable Event of Delay.

Should the Contractor, in the absence of the notification described in the preceding paragraph, fail, refuse or neglect to supply sufficient workmen or to deliver the materials with such promptness as to prevent the delay in the progress of the Work, or fail in any respect diligently to commence and prosecute the Work and proceed to the point to which the Contractor should have proceeded under the construction schedule, and such failure is not cured within seven (7) days after receipt of written notice from the Owner, the Owner shall have the right to direct the Contractor to furnish upon three (3) days' notice, additional labor and, at the Contractor's cost and expense, to expedite deliveries of materials (or the Owner may expedite such deliveries at the cost of the Contractor), which labor shall, in the owner's opinion, be sufficient to speed up and achieve Completion (as defined in the agreement) of the Work by the Scheduled Completion Date. If such additional labor shall not be available, the Owner shall have the right to direct the Contractor, at the latter's own cost and expense, to work overtime to such an extent as will be sufficient, to speed up and complete the Work as herein provided. In addition, on direction of the Owner, the Contractor shall, without additional charge to the Owner, require its employees to work on such days as may be declared holidays by the trades employed by the Contractor, provided such days are not recognized as holidays by other branches of the building trades working on the project.

- d. Contractor's sole remedy for delay, hindrances in the performance of work, loss of productivity, impact damages, other consequential damages and similar damages, shall be an extension of the contract time or other adjustment to the construction schedule, unless caused by acts constituting intentional interference by the Owner with the Contractor's performance of the work, but only if, and to the extent, such acts continue after Contractor's written notice to the Owner of such interference, or unless caused by the Owner's suspension of the work (if the work is suspended, the Contractor shall be entitled to an equitable adjustment to the contract sub). The Owner's exercise of any of its rights and remedies under the contract documents, and the performance by the Town of its duties and its role as regulator, shall not under any circumstances be construed as intentional interference by the Owner with the Contractor's performance of the work. If the Contractor, but for a delay not within its control, would have completed the work prior to the expiration of the contract time, the Contractor shall not be entitled to recovery of damages

arising out of any event or delay which prevented such early completion of the work.

- e. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where Work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, Contractor agrees that it may expect inclement weather for the number of calendar days in accordance with the following table:

	.1 in. Precipitation, or more	32 Degrees F., or less
Jan	10	3
Feb	10	1
Mar	10	0
Apr	9	0
May	10	0
Jun	9	0
Jul	11	0
Aug	10	0
Sep	8	0
Oct	7	0
Nov	8	0
Dec	9	0

The Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch, or in which the highest temperature was 32 Degrees F. or less from RDU Airport, NC-NSW Station, over the same period of time, which is the same source of data used to determine normal weather losses. If a total number of accumulated calendar days lost to inclement weather, from the start of Work until the building is enclosed, exceeds the total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days loss. No extension of time will be made for days due to weather occurring after the building is enclosed. For the purposes of this Contract, the term “enclosed” is defined to mean when the building is sufficiently roofed and sealed, either temporarily or permanently, to permit the structure to be heated and the plastering and drywall trades to work. The Designer shall determine when the structure is “enclosed”.

- f. The Contractor shall notify its surety in writing of any extension of time granted.
- g. No claim shall be allowed on account of failure of the Designer to furnish drawings or instructions until two (2) weeks after written demand for such drawings and/or instructions.

ARTICLE 24 - PARTIAL UTILIZATION AND BENEFICIAL OCCUPANCY

- a. The Owner may occupy all or a portion of the project when the work is substantially complete. Unless otherwise agreed, partial occupancy or use of a portion or portions of the work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.
- b. Prior to the final payment, the Owner may request the Contractor in writing, through the Designer if applicable, to permit the Owner to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If the Contractor agrees, the Designer will schedule a beneficial occupancy inspection after which the Designer may issue a partial certificate of substantial completion. The certificate shall include the following documentation:
 - 1. Date of substantial completion.
 - 2. Description of the portion of the project excluded and included.
 - 3. Authorization of the public authorities having jurisdiction over the project for such use.
 - 4. A tentative list of items to be completed or corrected before final payment.
 - 5. Establishing responsibility between Contractor and Owner for maintenance, heat, utilities and insurance.
 - 6. Establishing the date for guarantees and warranties under terms of the contract.
 - 7. Consent of surety.
 - 8. Endorsement from insurance company permitting occupancy.
- c. The Owner shall have the right to exclude the Contractor from any part of the project which the Designer has so certified to be substantially complete, but the Owner will allow the Contractor reasonable access to complete or correct work to bring it into compliance with the Contract.
- d. Occupancy by the Owner under this article will in no way relieve the Contractor from the contractual requirement to fully complete the project within the specified time. The Contractor will not be relieved of liquidated damages because of beneficial occupancy. The Designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 - FINAL INSPECTION AND ACCEPTANCE

- a. The Contractor shall determine when the work is completed and ready for final inspection and shall schedule a final inspection at a time and date acceptable to the Owner and Designer.
- b. At the final inspection, the Designer and the Owner shall record a list of items that are found to be incomplete or not in accordance with the Contract Documents. At the conclusion of the final inspection, the Designer shall make the following determinations:
 - 1. That the project is fully and finally completed and accepted, or
 - 2. That the project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance with the exception of landscaping which, if directed by the Designer, shall be planted subsequently, or
 - 3. That the project is not complete and another date for a final inspection will be established.
- c. The date of acceptance will establish the following:
 - 1. The beginning of guarantees and warranties period.
 - 2. The date on which the Contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
 - 3. That no liquidated damages (if applicable) shall be assessed after this date.
 - 4. The termination date of utility cost to the Contractor.

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. The Contractor shall promptly correct Work rejected by the Designer or the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs, risks and expenses of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's and the Designer's services and expenses made necessary thereof.

- b. If, within one year after the date of acceptance of the entire Work, or after the date for commencement of warranties (provided except with respect to warranties on equipment within a building, which one-year period will commence on the date of Substantial Completion of the portion of the Work comprising such building, such one-year period shall in no event be less than one year after Substantial Completion of the entire Work), or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at the Contractor's sole cost, risk and expense after receipt of written notice from the owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Contractor agrees that with respect to any corrective work which affects the habitability of a unit, as reasonably determined by the Owner, the Contractor shall respond to the Owner's notice and commence the corrective work as quickly as is possible, but in any event within 24 hours. All other corrective work will be commenced within 72 hours after receipt of notice from the Owner. If the Contractor fails to undertake required corrective work within the applicable foregoing period of time or fails to complete corrective work after such work has been initiated, then in either such event, the Owner shall have the right but not the obligation, to complete such corrective work. In such event, the Contractor shall reimburse the Owner upon demand for all costs and expenses incurred by the Owner in completing the subject corrective work together with an administrative fee equal to 10% of the costs and expenses so incurred by the Owner. The Contractor shall diligently and continuously proceed with the completion of all corrective work, and all such work shall be performed so as to minimize, to the extent reasonable, practicable, disruption of the Owner's operations. This period of one year shall be extended with respect to portions of Work first performed after acceptance by the period of time between acceptance and the actual performance of the Work. This obligation under this subparagraph b. shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

- c. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- d. If the Contractor fails to correct nonconforming Work within a reasonable time or, if applicable, the time frames provided in Paragraph 26 b. above, the owner may correct it. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner or Designer, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Designer's services and expenses made necessary thereby and attorneys' fees and expenses. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand.
- e. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- f. Nothing contained in this Article 26 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in subparagraph 26.b. relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- g. All Contractors, Subcontractors and Sub-subcontractors shall execute and deliver to the Owner the following Warranty Acknowledgment before a Certificate of Final Completion is issued:

Warranty Acknowledgment.

(Name of Contractor, Subcontractor or Sub-subcontractor) ("Contractor") hereby agrees and warrants that all of its Work complies with the requirements of the Contract Documents. If, within one year after the date of Substantial Completion of the entire Work or after the date for commencement of warranties (provided, except with respect to

warranties on equipment within a building, which one-year period shall commence on the date of Substantial Completion of the Work comprising such building, such one-year period shall in no event be less than one year following Substantial Completion of the entire Work, any of the Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner to do so unless the Owner has previously given Contractor a written acceptance of such condition. The Contractor agrees that with respect to any corrective work which affects the habitability of a unit, as reasonably determined by the Owner, the Contractor shall respond to the Owner's notice and commence the corrective work as quickly as is possible, but in any event within 24 hours. All other corrective work will be commenced within seventy-two hours after receipt of notice from the Owner. If the Contractor fails to undertake required corrective work within the applicable foregoing period of time or fails to complete corrective work after such work has been initiated, then in either such event, the Owner shall have the right but not the obligation, to complete such corrective work. In such event, the Contractor shall reimburse the Owner upon demand for all costs and expenses incurred by the Owner in completed the subject corrective work together with an administrative fee equal to 10% of the costs and expenses so incurred by the Owner. The Contractor shall diligently and continuously proceed with the completion of all corrective work, and all such work shall be performed so as to minimize, to the extent reasonable practicable, disruption of the Owner's operations. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work. These obligations shall survive acceptance of the Work under the Contract and termination of the Contract.

This warranty shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or any proceeding commenced.

The Warranty Acknowledgment shall be set forth on each Contractor's, Subcontractor's or Sub-subcontractor's letterhead (which shall include, at a minimum, the name, address, telephone number and facsimile number of such entity or person) and shall include the original signature of a person authorized to sign such an instrument on behalf of such Contractor, Subcontractor or Sub-subcontractor.

ARTICLE 27 - OWNER'S RIGHT TO DO WORK

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 fifteen (15) days' written notice, or on such shorter notice as is stated in the General Conditions, to the Contractor from the Designer of such failure, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Contractor, 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 the Contractor, then the Contractor shall be liable for and shall pay to the Owner the amount of said excess.

ARTICLE 28 - TERMINATION OF CONTRACT

If the Contractor fails to begin the work under the contract within the time specified, or the progress of the Work is not maintained in keeping with the progress schedule, or the Work is not completed within the time specified, or the Contractor fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against it unsatisfied for a period of forty- eight (48) hours, or shall make an assignment for the benefit of creditors, or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit, or document of any nature which is intentionally falsified, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing to the Contractor and his surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Owner shall declare this contract in default due to the Contractor(s) material breach of the contract. The Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Contractor, to accept the contingent assignment of subcontractors, if allowed to do so by law, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. Unless otherwise provided in the Contract Documents, such costs shall include (but not be limited to) the cost of any reasonable additional design, administrative, and managerial services required, any costs incurred in retaining another contractor or subcontractor, attorneys' fees and expenses, and any other costs and expenses incurred by Owner. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 29 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the Contractor, or if the Owner should fail or refuse to make payment on account of a certificate issued by the Designer within thirty (30) days after receipt of same, then the Contractor, after fifteen (15) days' written notice to the Owner and the Designer, may suspend operations on the work or terminate the contract.
- b. In the event of such a termination by the Contractor, the Contractor may recover for the cost of all materials delivered and work performed on this Contract plus no more than 20 percent overhead and profit and shall make such payment. The Designer shall be the judge as to the correctness of such payment.

ARTICLE 30 - REQUEST FOR PAYMENT

- a. Not later than the fifth day of the month, the Contractor shall submit to the Designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the Contractor and the Designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall include the following information:
 1. Total of contract sum including approved change orders.
 2. Value of work completed to date.
 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the work has been satisfactorily completed on schedule, with approval of the Owner and written consent of the surety, retainage may be reduced to zero percent (0%) if the Work continues to be completed satisfactorily and on schedule. Owner retains the right to reinstate retainage should Work become unsatisfactory in accordance with Section 143-134.1 of the General Statute of North Carolina.
 4. Less previous payments.
 5. Current amount due.
- b. The Contractor, upon request of the Designer, shall substantiate the request for payment with invoices, vouchers, payrolls, or other evidence, including, but not limited to, invoices demonstrating payments for materials and labor, and certificates or other evidence demonstrating payment to subcontractors.

- c. Prior to submitting the first request, the Contractor shall prepare for the Designer a schedule of values in a format acceptable to Designer showing a breakdown of the contract price into values of the various parts of the Work, so arranged as to facilitate payments to subcontractors.
- d. When payment is made on account of stored materials and equipment, such materials must be stored on the Owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the Owner's title to such materials and equipment. Responsibility for such stored materials and equipment shall remain with the Contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the Owner's property. Should the space for storage on-site be limited, the Contractor, at its option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the Contractor desire to include any such materials or equipment in his application for payment, they must be stored in the name of the Owner in a commercial warehouse approved by the Designer and located as close to the site as possible. The warehouse selected must be approved by the Contractor's bonding and insurance companies; the material to be paid for shall be assigned to the Owner and shall be inspected by the Designer. Upon approval by the Designer of the storage facilities and materials and equipment, payment therefore will be certified. Such stored materials and equipment shall not be moved except for transportation to the Project Site.
- e. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payment to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

ARTICLE 31 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the Contractor, the Designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested by the Contractor as approved by the Designer. If the request for payment is not certified by the Designer, he shall, within five (5) days of receipt of the request, state in writing to the Contractor and the Owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof.
- c. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those claims previously made in writing and identified by the payee as unsettled at the time of final Application for Payment.

- d. The Designer shall not authorize final payment until the work under contract has been certified as fully and finally complete by Designer, and that the entire balance found to be due to the Contractor and noted in the final Certificate as due and payable. .
- e. Final certificate of payment shall be accompanied by the following:
 - 1. Warranties and guarantees required by the contract, including warranties, Owner’s and Operator’s manuals relating to all equipment installed.
 - 2. Releases and waivers of claim for contractors and subcontractors.
 - 3. Affidavit of Contractors of payment to material and labor suppliers and subcontractors. (See Article 36.)
 - 4. Certificates of state and local agencies required by law.
 - 5. Certificate of final completion by Designer.
 - 6. Consent of surety to final payment.
 - 7. Complete set of “as-built” drawings.
- f. Should the Contractor fail to substantially complete the Work on or before the date stipulated for substantial completion (or such later date as may result from extension of time granted by the Owner), it shall pay the Owner, as liquidated damages, the sum of \$_____ for each consecutive calendar day that the terms of the Contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages that the Owner will sustain per day by failure of the Contractor to complete the Work within the time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs or liquidated damages be construed as a penalty on the Contractor. For each consecutive calendar day that the Work remains incomplete after the date established for final completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of \$_____. This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed for substantial completion. The amounts of liquidated damages set forth in this paragraph shall be assessed cumulatively. Items of costs included in the assessment of liquidated damages are not defined in the General Conditions. This provision for liquidated

damages does not bar Owner's right to enforce other rights and remedies against Contractor, including, but not limited to, specific performance or injunctive relief.

ARTICLE 32 - PAYMENTS WITHHELD

- a. The Designer may refuse to certify applications for payment for the following reasons:
 - 1. Defective Work not corrected.
 - 2. Absence of a timely and properly approved project progress schedule, with required updates.
 - 3. Reasonable evidence that the unpaid balance of the contract sum is insufficient to complete the Work.
 - 4. Reasonable evidence that the Work cannot be completed in the Contract Time, and that the contract balance is not sufficient to cover actual or liquidated damages for anticipated delays in completion.
 - 5. Claims filed against the Contractor or evidence that a claim will be filed.
 - 6. Evidence that subcontractors have not been paid.
- b. When grounds for withholding payments have been removed, payment will be released. The Owner shall not be deemed in default by reason of withholding payments while any of the above grounds remain uncured.

ARTICLE 33 - MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Owner. All insurance shall be provided by companies licensed to do business in North Carolina. These certificates of insurance shall contain a provision that coverage's afforded under the policies will not be canceled, reduced in amount or coverage's eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

Contractor's Liability Insurance.

- a. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in North Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or

by a Subcontractor or by anyone directly or indirectly employed by any of them, or by any one for whose acts any of them may be liable:

1. Claims under worker's compensation, disability, benefit and other similar employee benefit acts that are applicable to the work to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 4. Claims for damages insured by usual personal injury liability coverage;
 5. Claims for damages, other than to the work itself; because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims for bodily injury or property damage arising out of completed operations; and
 8. Claims involving contractual liability insurance applicable to the Contractor's obligations under the indemnity article of this Contract.
- b. The insurance required shall be written for not less than limits of liability specified in the contract documents or required by law, whichever coverage is greater. Coverage [whether] written on an occurrence [or] claims made basis, shall be maintained without interruptions from the date of commencement of the work until date final payment and determination of any coverage required to be maintained after final payment.
- c. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the work. These certificates and the insurance policies required by this article shall contain a provision that coverage is afforded under the policies will not be canceled or allowed to expire until at least thirty days prior written notice has been given to the Owner. If any of the foregoing insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required by the Contract Documents. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

- d. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.
- e. Optionally, the Owner may require the Contractor to purchase and maintain project management protective liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Designer's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased for such coverage shall be equal to the aggregate of the limits required for Contractor's liability insurance under subparagraphs 2 through 5 above.
- f. To the extent damages are covered by project management protective liability insurance, the Owner, Contractor and Designer waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

Property Insurance

- a. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents or otherwise in writing by all persons and entitled who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required by this paragraph to be covered, whichever is later. This insurance shall include interest of the owner, the Contractor, Subcontractors and Sub-subcontractors in the project.
 - 1. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover

reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

2. If the property insurance required deductibles, the Owner shall pay costs not covered because of such deductibles.
 3. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- b. Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance. If the Owner intends to occupy premises before Certificate of Occupancy is received, insurance company will be contacted to endorse policy.

Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interest of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insured.

Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

- a. If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- b. If during the project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the project, or if after final payment property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Owner shall waive all rights in accordance with the terms of subparagraphs g.7. for damages caused by fire or other causes of loss covered by this separate

insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

- c. Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverage's required. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

Waivers of Subrogation.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-contractors, agents and employees, each of the other, and (2) the Architect, Architect's consultant, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the Subcontractors, Sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- a. A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insured's, as their interest may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- b. If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a change in the Work.

- c. The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power. If such objection is made, the dispute shall be resolved as provided in Article 46 below. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

ARTICLE 34 - PERFORMANCE BOND AND PAYMENT BOND

Each Contractor shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract sum, as increased by Change Order or Construction Change Directive. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. The Contractor shall obtain a Performance Bond and a Payment Bond, in a form acceptable to the Owner. The bonds shall guarantee the Contractor's faithful performance of the contract and the payment of all obligations arising there under. The bonds shall remain in force until (1) all work has been fully and finally completed and accepted by the Owner, (2) the provisions of all guarantees or warranties required by these Contract Documents have been fulfilled, and the time limitation for all guarantees or warranties has expired, or (3) until the time for the filing of all mechanics liens has expired, whichever is longer, after which it shall become void. The Contractor shall pay all charges in connection with the bonds as a part of the contract. One original executed and sealed copy of the bonds, together with an original and sealed power of attorney shall be attached to each copy of the contract before they are returned for the Owner's signature.

Unless otherwise, agreed, the bonds shall be written on AIA Document A-311, latest edition. Copies of AIA Document A-311 may be obtained from the local office supply or stationery store or may be ordered from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006. A current Power-of-Attorney shall be attached to this bond. Notarized originals are required.

ARTICLE 35 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the Contractor on account of 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, labor, 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.

ARTICLE 36 - ASSIGNMENTS

Except as otherwise provided herein, the Contractor shall not assign any portion of this contract or subcontract in its entirety. Except as may be required under terms of the performance bond or

payment bond, no funds or sums of money due or become due the Contractor under the contract may be assigned.

ARTICLE 37 - USE OF PREMISES

- a. The Contractor shall confine its apparatus, equipment, the storage of materials and the operations of its workers to limits indicated by law, ordinances, permits or directions of the Designer and shall not exceed those established limits in his operations.
- b. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The Contractor shall enforce the Designer's instructions regarding signs, advertisements, fires, smoking, firearms, and use of alcohol or other controlled substances.

ARTICLE 38 - CUTTING, PATCHING AND DIGGING

- a. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit to receive or be received by work of other Contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the Designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefore.
- c. No Contractor shall endanger any work of another Contractor by cutting, digging or other means. No Contractor shall cut or alter the work of any other Contractor without the consent of the Designer and the affected Contractor.

ARTICLE 39 - UTILITIES, STRUCTURES, SIGNS

- a. The Contractor shall provide necessary and adequate facilities and pay all costs for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the project according to the Contract Documents. Any permanent meters installed shall be listed in the Contractor's name until its work is fully accepted by the Owner.
- b. Meters shall be relisted in the Owner's name on the day following completion and acceptance of the Contractor's work and the Owner shall pay for services used after that date.
- c. The Owner shall be reimbursed for all metered utility service charges paid by or attributed to the Owner after the meter is relisted in the Owner's name and prior to

completion and acceptance of the work of all Contractors. Reimbursement shall be made by the Contractor whose work has not been completed and accepted. If the work of two or more Contractors has not been completed and accepted, reimbursement to the Owner shall be paid by the Contractors involved on the basis of assessments by the Designer.

- d. All Contractors shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed when it has windows installed and when doorways and other openings have protection which will provide reasonable climatic control. The appropriate climatic condition shall be jointly determined by the Contractor(s) and the Designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the Contractor(s).
- e. Adequate security locks shall be provided by Contractor.
- f. The electrical contractor shall have the building's permanent power wiring distribution system in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The electrical contractor shall have the building's permanent lighting system ready at the time the general contractor begins interior painting and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. Each prime Contractor shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of work by the Owner, each Contractor shall remove and replace any parts of the permanent building systems damaged through its use during construction.
 - 2. Temporary filters shall be installed in each of the heating and air conditioning units during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the Work.
 - 3. Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied. The Designer may require that return grilles in the habitable space also be covered with filter media. The intent is to present the duct system in a clean condition at final inspection.

4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the Contractor whose system is utilized.
5. The electrical Contractor shall have all lamps in proper working condition at the time of final project acceptance.
 - i. The Contractor shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other Contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
 - j. The Contractor shall erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the Designer so direct.
 - k. The Contractor will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered. The sign shall bear the name of the project, and the names of prime Contractors on the project, and the name of the Designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner.

ARTICLE 40 - CLEANING UP

The Contractor shall keep the building 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 Designer or general Contractor. Before final inspection and acceptance of the building, each Contractor shall clean his portion of the Work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

ARTICLE 41 - GUARANTEE

- a. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular 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.
- b. The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of

the Work and shall replace such defective materials or workmanship without cost to the Owner.

- c. Additionally, the Contractor shall guarantee materials and workmanship against latent defects arising from faulty materials, faulty workmanship or negligence which is hidden or not readily apparent to the Owner at the time of final acceptance and which is discovered by the Owner within six (6) years following final acceptance of the work. The guarantee for latent defects related to the structural System shall be ten (10) years. The Contractor shall replace such defective materials or workmanship without cost to the Owner.
- d. Roof guarantees are stipulated in the roofing specification.

ARTICLE 42 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina state building codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the Contract Documents.

ARTICLE 43 - INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Designer and the agents, consultants and employees of the Owner from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance or failure of performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, the Contractor's subcontractor, or the agents of either the Contractor or the Contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

“WHEN A PROJECT IS FEDERALLY FUNDED, EITHER IN WHOLE OR IN PART, THE APPLICABLE THIRD PARTY CONTRACT CLAUSES WILL BE MADE A PART OF THE PROJECT SOLICITATION AS WELL AS THE CONTRACT DOCUMENT”

ARTICLE 44 - EQUAL OPPORTUNITY CLAUSE

All state and federal laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- b. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- c. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- d. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding the notice to be provided by the Designer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor shall furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Owner for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor, so that these terms and conditions will be binding upon each subcontractor or vendor.

ARTICLE 45 - SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

The Contractor shall make a good faith effort to ensure that, whenever possible, subcontracts are awarded to minority and women's business enterprises in accordance with Town policy.

ARTICLE 46 - RESOLUTION OF DISPUTES

Subject to the provisions of the North Carolina General Statutes regarding a dispute resolution process, the following procedure shall be used to resolve any disputed issues, where the amount in controversy exceeds \$10,000, arising out of a contract or the construction process thereunder.

1. At the request of any party with a substantial interest in the dispute, all other parties shall, in good faith, participate in the dispute resolution process set out in paragraph 2 below, and make good faith efforts to resolve the matter in dispute through such process.
2. The parties to the dispute shall participate in a mediated dispute settlement conference.
 - 2.1 If the parties to the dispute are able to agree on a mediator or a process for selection of a mediator for the conference, they shall also scheduled a date for the mediation, which shall be conducted within 45 days of the request for mediation.
 - 2.2 If the parties to the dispute are unable to agree on a mediator for the conference the mediator shall be selected according to the following procedure:
 - a. The name of a certified mediator in the North Carolina Judicial District 15-B shall be selected at random from among a list of all mediators certified in District 15-B according to the local rules for Civil Superior Court, Judicial District 15-B.
 - b. In the event the mediator selected is unable to serve, the random selection process shall continue until a mediator is selected who can serve.
 - c. Upon selection of a mediator by this method, the mediator shall schedule a date for mediation which shall be conducted within 45 days of the selection.
3. In the event the dispute resolution process set out in paragraph 2, above, does not lead to a full resolution of the matters in dispute, all parties may use any other legally available procedures to seek resolution of the disputed matters.
4. The cost of the dispute resolution process provided above shall be borne as follows: “The costs shall be divided evenly among the parties involved in the dispute except that the Town, if a party to the dispute, shall be responsible for a minimum of one-third of the cost of the process”.

ARTICLE 47 - LEAD BASED PAINT

The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

ARTICLE 48 - EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

- a. The Owner shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- b. The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- c. The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the *Resolution of Disputes* clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ARTICLE 49 - LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS

This Article shall apply only to projects which are funded (fully or in part) by Federal Funds. If the total amount of a contract exceeds \$2,000, the Federal labor standards set forth in the clauses below shall apply to the construction Work to be performed under the contract.

- a. **Minimum Wages.**
 1. All laborers and mechanics employed or working upon the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

2. (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

(ii) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2)(ii) or (iii) of this clause shall be paid to all workers performing Work in the classification under this contract from the first day on which Work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- b. **Withholding of funds.** The Owner upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project), all or part of the wages required by the contract, the Owner may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. The Owner may, after written notice to the

Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

c. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or, under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c) (1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or sub-Contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by subparagraph (c)(2)(ii) of this clause.
 - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
3. The Contractor or subcontractor shall make the records required under subparagraph (d)(1) available for inspection, copying, or transcription by authorized representatives of the Owner and shall permit such representatives of HUD to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Owner may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Compliance with Davis-Bacon and related Act requirements.

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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STANDARD GENERAL PROVISIONS

All construction shall conform to pertinent OSHA requirements, Town of Chapel Hill Standards and Specifications, and NCDOT Standard Specifications for Roads and Structures. Editions in effect at the time of the bid date shall govern.

SGP-1 – MOBILIZATION/TRAVEL TIME

Mobilization/Travel Time payment will be made by Lump Sum and is to include all mobilization of the contractor's equipment and personnel to perform the work required under this contract.

SGP-2 - DEMOLITION

Demolition will follow NCDOT Standard Section 200. Removal of existing benches, curb and gutter, sidewalk, asphalt pavement, and amenities is included as part of this work. Sawcutting of existing pavement and concrete to provide smooth joint is considered incidental to *Demolition*. The hauling, transport, and delivery of amenities or other items to be returned to the Owner's facilities is considered incidental to *Demolition*.

Perform clearing on this project to the limits established by "Method of Clearing - Method II" shown on Standard No. 200.02 of the *NCDOT 2024 Roadway Standard Drawings*.

Disposal of all waste material from construction sites shall be made in strict accordance with all Town ordinances pertaining to disposal of construction 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 demolition.

Demolition payment will be made by Lump Sum and is to include all labor, materials, transportation, cost of permits, disposal of demolition debris, and incidentals required to suitably remove and properly haul away all salvaged materials or to properly dispose of as noted on the plans.

SGP-3 – EARTHWORK

The work covered by this section consists of the excavation, placement, and compaction or satisfactory disposal of all materials encountered within the limits of the work necessary for the construction of the project in conformity with the lines, grades, and typical sections shown on the plans or established by the Engineer.

The Contractor shall fill areas that settle unevenly during the course of construction at no additional cost to the Owner.

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UNCLASSIFIED EXCAVATION

All material excavated in order to achieve the site lines, grades, and cross sections shown on the plans shall be classified as Unclassified Excavation.

Whenever encountered during work, remove any trash and non-natural debris. Remove all roots and pieces of wood or debris larger than three (3) inches in diameter.

All suitable material removed in the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and at such other places as may be indicated on the plans or directed by the Engineer. Unsuitable material and excess excavated material not required for construction of embankments shall be properly disposed of offsite at no additional cost to the Owner.

The intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, shall be uniformly rounded as shown on the plans or as may be directed by the Engineer. Concurrent with the excavation of cuts, the Contractor shall construct intercepting berm ditches or earth berms along and on top of the cut slopes at locations shown on the plans or designated by the Engineer. All slopes shall be finished to reasonably uniform surfaces acceptable for seeding and mulching operations. All protruding roots and other objectionable vegetation shall be removed from slopes.

When the Contractor's excavation operations encounter graves, the operations shall be temporarily discontinued in the vicinity of the graves and not resumed until so directed by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archeological significance, the operations shall be temporarily discontinued in the vicinity of the artifacts and not resumed until so directed by the Engineer. Disposition of the artifacts shall be in accordance with the requirements of the State Division of Archives and History.

A tolerance of plus or minus 0.10 foot from the established grade will be permitted in the roadbed after it has been graded to a uniform surface.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all work covered by this section.

During construction and until final acceptance, the Contractor shall shape the excavated surface to provide for the drainage of surface runoff along and throughout the length of the cut, shall construct temporary ditches, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

As much as practicable, the Contractor shall perform the work covered by this subsection and the construction of embankments in such a manner that cut and fill slopes will be completed to final slopes and grade in a continuous operation. The operation of removing excavation material from any cut and the placement of

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embankment in any fill shall be a continuous operation to completion unless otherwise permitted by the Engineer.

If grading operations are suspended for any reason whatsoever, partially completed cut and fill slopes shall be brought to the required slope and the work of seeding and mulching or other required erosion control operations shall be performed.

EMBANKMENT

The work covered by this subsection consists of placing in embankments, backfills, and earth berms, suitable material excavated as previously described by these specifications in conformity with the lines, grades, and typical cross sections shown on the plans or established by the Engineer. It shall include the preparation of the areas upon which the embankment is to be constructed; the formation, compaction, stability, and maintenance of the embankment.

Before embankment construction is begun, all vegetation, debris, deleterious and unsuitable material shall be removed from the area within the limits of the embankment.

Embankment material and backfill material shall consist of clean, readily compactible earthen material with a maximum particle size of two (2) inches. Embankment material shall be free from debris, organic matter, frozen or deleterious material, and shall be approved for use by the Owner.

The embankment material shall be deposited and spread in successive, uniform, approximately horizontal layers of not more than eight (8) inches in depth, loose measurement, for the full width of the cross section, and shall be kept approximately level by the use of effective spreading equipment. Each layer of the embankment shall be thoroughly compacted as hereinafter specified. Hauling shall be distributed over the full width of the embankment, and in no case will deep ruts be allowed to form during the construction of the embankment. The embankment shall be properly drained at all times.

All embankment material shall be compacted as specified herein unless otherwise provided in the contract or directed by the Engineer. Compaction equipment used by the Contractor shall be adequate to produce the required compaction and produce a uniformly constructed embankment with all layers uniformly bound to all preceding layers.

The embankment material shall be compacted to at least 95% of the maximum dry density obtained by compacting a sample of the material in accordance with ASTM D-698, except for the upper one foot of subbase below pavement base, which shall be compacted to at least 100% of the maximum dry density obtained by compacting a sample in accordance with ASTM D-698. Embankment materials shall be compacted at a moisture content satisfactory to the Engineer, which shall be approximately that required to produce the maximum dry density. The Contractor shall dry or add moisture to the embankment material when required to provide a uniformly compacted and stable embankment.

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Backfill materials placed around and over pipe culverts, box culverts, and arch culverts, and embankment materials placed around other structures, shall be clean select material. The material shall be placed and compacted in a manner, which will avoid unbalanced loading and will not produce undue stress on the structure. Such embankments shall be placed in loose layers not to exceed six (6) inches in depth and each layer shall be thoroughly compacted as hereinafter specified. All pipe culverts, box culverts, and arch culverts, after being backfilled as specified in this subsection, shall be protected by a three (3) foot cover of fill at any time that heavy hauling equipment is permitted to cross during construction of the roadway. Any damage or displacement to culverts or other structures due to the Contractor's operation shall be corrected or repaired by the Contractor prior to final acceptance at no cost to the Owner.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all embankments made under the contract.

During construction and until final acceptance, the Contractor shall construct temporary or permanent earth berms along the outer edges of the top surface of the embankment, construct temporary ditches, shape the embankment surface to provide for the drainage of surface runoff along and throughout the length of the embankments, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

The contractor shall replace, at no cost to the Owner, any portion of embankments, which have become displaced or damaged due to carelessness or neglect on the part of the Contractor. Where the work has been properly constructed, completely drained, and properly maintained, and damage occurs due to natural causes, the Contractor will be paid at the contract unit price for the excavated material required to make necessary repairs to such damage. Measurements of quantities must be performed and approved prior to commencement of work.

All embankments shall be brought to the grade shown on the plans, or established by the Engineer, prior to final inspection and acceptance by the Engineer.

UNDERCUT EXCAVATION

The work covered by this subsection consists of the excavation, placement, and compaction and/or satisfactory disposal of materials removed from a location below the finished graded cross section.

When the Engineer determines that the natural soil materials are undesirable in their location or condition, the Engineer may require the Contractor to remove this undesirable material and backfill with approved material properly compacted.

Where undercutting is required adjacent to or beneath the location of a proposed drainage structure, undercut and backfill shall be done over a sufficient distance adjacent to the installation to prevent future operations from disturbing the completed drainage structure.

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All materials removed in the work of undercut excavation will be classified by the Engineer as either suitable for use without excessive manipulation and utilized by the Contractor elsewhere in the work, or unsuitable for further use and disposed of by the Contractor as directed by the Engineer.

The Contractor shall conduct undercut operations in such a way that the Engineer can take the necessary measurements before any backfill is placed.

Backfill in undercut areas shall be placed as a continuous operation along with the undercutting operation. Backfill material shall not be placed in water unless otherwise permitted by the Engineer.

BORROW EXCAVATION

The work covered by this subsection consists of the excavation of approved material from borrow sources and the hauling and placing of this material as required on the plans or as directed by the Engineer. It shall also include the satisfactory disposal of any material from the borrow source which is not suitable for use. All work covered by this subsection shall be in accordance with Section 230 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

PAYMENT

Earthwork payment will be made by Lump Sum and is to include all labor, materials, transportation, and incidentals required to perform the work described within this section including, but not limited to, excavation, removal and disposal of undesirable material, backfilling with suitable material, constructing embankments necessary to achieve the grades indicated on the plans, and maintaining the work.

SGP-4 – EROSION CONTROL

Temporary and permanent erosion control measures shall be furnished, constructed, maintained, and removed in accordance with the current NCDOT standard specifications with the exception of Method of Measurement and Payment. Erosion control measures shall be provided for all land disturbing activities in accordance with the Contract Documents and/or an erosion control plan approved by the North Carolina Department of Environmental Quality (NCDEQ). Temporary measures shall be installed by the Contractor, then inspected by the Inspector for compliance prior to any land disturbing activity. The inspection and approval process shall be required on each phase of construction. All permanent erosion control measures shall be incorporated into the work at the earliest practical time. All temporary measures shall be maintained until the permanent measures have taken effect. Temporary and permanent measures shall be coordinated to provide effective and continuous erosion control throughout the construction and post-construction period to minimize siltation of streams, lakes, reservoirs, and other impoundments, ground surfaces, and other property. These measures shall remain in effect until final approval for removal is given by the Inspector and/or the NCDENR at which time the Contractor shall remove all temporary erosion control measures at no additional cost to the Owner.

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The Contractor shall be familiar with the applicable provisions of the Sedimentation Pollution Control Act of 1973, General Statutes, Chapter 113A, Article 4. The Contractor shall be responsible for incorporating conservation procedures necessary to comply with this act in minimizing erosion and sediment pollution associated with the construction of this project as directed by the Engineer.

The Contractor shall be financially responsible for any and all fines that result from the Contractor's failure to install and/or maintain erosion control measures in accordance with the Contract Documents. The Contractor shall indemnify and hold harmless the Town for any penalties imposed against the Town by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices.

The Contractor shall check all erosion and sediment control measures for stability and operation following each rainfall event, and no less than once per week. The Contractor shall make any needed repairs immediately to maintain all control measures as designed.

The Contractor shall clean out all sediment trapping devices when the device reaches 50% trap capacity and shall dispose of the sediment by spreading on the site in a protected area or by hauling away if not suitable for fill at no additional cost to the Owner.

TEMPORARY MEASURES

Temporary Silt Fence shall be installed around inlets, at the toe of all fill slopes, and any other necessary locations as shown on the plans and as directed by the Engineer. Silt fence shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Inlet Protection shall be installed around inlets and any other necessary locations as shown on the plans and as directed by the Engineer. Inlet protection shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Diversion Ditches shall be installed at the top of cut and fill slopes and any other necessary locations as shown on the plans and as directed by the Engineer. Diversion ditches shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Tree Protection Fence shall be installed around the drip line of trees in the construction work area as shown on the plans and as directed by the Engineer. The tree protection fence shall be installed in such a manner that it prevents all construction activities from encroaching into the area inside the drip line of the tree. The material and installation specifications for the tree protection fence shall be approved for use by the Engineer prior to installation.

Construction Entrances shall be installed at all points of access to the construction site. Any access point, which does not have a construction

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entrance, shall be barricaded to prevent its use. Construction entrances shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Construction entrances shall be included in the unit bid price for "Mobilization."

Sediment and Filter Basins shall be installed at all points where accumulated runoff is released to natural drainage channels as shown on the plans and as directed by the Engineer. Sediment pits and filter basins shall be sized to hold 1800 cubic feet of sediment for every acre of denuded area tributary to the structure. Sediment and filter basins shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Catch Basin Risers/Filters shall be installed at proposed catch basin locations or at other necessary locations as shown on the plans and as directed by the Engineer. Catch basin risers/filters shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Check Dams shall be installed in ditches any and at other necessary locations as shown on the plans and as directed by the Engineer. Check dams shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Matting for erosion control shall be jute matting or excelsior matting. Matting for erosion control shall not be dyed, bleached, or otherwise treated in a manner that will result in toxicity to vegetation.

Jute Matting: Jute matting shall be of a uniform open plain weave of single jute yarn, forty-eight (48) inches in width, plus or minus one (1) inch. The yarn shall be of a loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. There shall be 78 warp ends, plus or minus 2, per linear yard; and the weight shall average 1.22 pounds per linear yard of the matting with a tolerance of plus or minus 5 percent.

Excelsior Matting: Excelsior matting shall consist of a machine-produced mat of curled wood excelsior at least 47 inches in width. The mat shall weigh 0.975 pounds per square yard with a tolerance of plus or minus 10 percent. At least 80% of the individual excelsior fibers shall be 6 inches or more in length. The excelsior fibers shall be evenly distributed over the entire area of the blanket. One side of the excelsior matting shall be covered with a woven fabric of twisted paper cord or cotton cord, or with an extruded plastic mesh. The mesh size for either the fabric or plastic mesh shall be a minimum of 1" x 1" and a maximum of 1-1/2" x 3".

Wire Staples: Staples shall be machine-made of No. 11 gage new steel wire formed into a "U" shape. The size when formed shall be not less than 6 inches in length with a throat of not less than 1 inch in width.

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Erosion Control payment will be made by Lump Sum and will include all work covered by this section including, but not limited to, the labor, equipment, and materials for furnishing, installing, and removing all temporary erosion control measures indicated on the plans, and maintenance of the work throughout the life of the project as required by the Inspector.

SGP-5 – TEMPORARY TRAFFIC CONTROL

The work covered by this section consists of the furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the Contract as well as the following sections from the latest version of the *NCDOT Standard Specifications for Roads and Structures*, with the exception of the method of payment, or as directed by the Engineer:

Section 1101	Work Zone Traffic Control General Requirements
Section 1105	Work Zone Traffic Control Devices
Section 1110	Work Zone Signs
Section 1115	Flashing Arrow Boards
Section 1130	Drums
Section 1135	Cones
Section 1145	Barricades
Section 1150	Flaggers

Temporary Traffic Control payment will be made by Lump Sum and is to include all work covered by these sections including furnishing, erecting, relocating, maintain, and removing any and/or all temporary traffic control devices.

SGP-6 – THERMOPLASTIC & PAINT PAVEMENT MARKINGS

All work associated with the furnishing, installing, and removing of pavement markings shall be performed in accordance with the Contract as well as the following sections of the *NCDOT Standard Specifications for Roads and Structures* with the exception of the method of payment, or as directed by the Engineer:

Section 1205	Pavement Marking General Requirements
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In the case pavement markings called for on plans are not covered by *NCDOT Standard Specifications for Roads and Structures*, the Contractor shall refer to the MUTCD and any interim approvals as applicable.

Pavement Markings payment will be made by Lump Sum and is to include all work covered by these sections including furnishing, installing, and removing pavement markings.

SGP-7 – GRASS SOD/MULCH

Sod is to be placed in all disturbed areas within the construction limits as shown on the plans.

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The Contractor shall substitute mulch for sod in areas as indicated on the plans to match existing site conditions. Mulch shall be placed at a minimum of 4" thick to match the existing conditions or as called for in the plans.

Lay sod as soon as possible after it has been harvested to prevent injury. Sod should be installed within 24 hours of delivery. While installing, take action as necessary to prevent heat buildup within the unlaied sod. Plan to unstack and unroll the sod if it cannot be laid within 48 hours. Soil should be moist (but not overly wet) before laying sod. Irrigating the soil several days before delivery is often adequate.

Start sodding from a straight edge (driveway or sidewalk) and butt strips together, staggering them in a brick-like pattern. Avoid stretching sod. Use a knife or sharp spade for trimming to fit irregularly shaped areas. Lay sod lengthwise across the face of slopes and peg or stake the pieces to prevent slippage. After the sod has been placed, roll the lawn to ensure good sod-to-soil contact.

Water sod immediately after installation. Soak sod thoroughly enough to penetrate soil below the newly installed sod to a minimum depth of two (2) inches. Contractor is responsible for insuring adequacy of water supply. The Contractor shall provide any necessary temporary means to properly water sod, including temporary pumps and sprinklers. Proper irrigation shall be required by the Contractor until the project has been inspected and is accepted by the Owner.

In some cases, sod can be laid in space planting "semi-checkerboard" fashion in order to lower costs. This method is described here assuming that the sod is cut into the standard 18 in. x 24 in. size. The first piece of sod is laid with the narrow side flush to a straight edge. This will start a row that is 24 in. wide. The next piece of sod is laid likewise but it is spaced 9 in. away and parallel to the first piece along the longer side. This is continued to make the first row. The next row is laid flush with the previous and in the same fashion except it laid offset by 9 inches, i.e. laid beginning at the centerline of the first piece of sod in the previous row. Subsequent rows are laid in this alternating pattern.

Upon completion of work, the Contractor shall remove from the site all equipment and other articles used. All excess soil, stone, and debris shall be removed and legally disposed of at no additional cost to the Owner. All work areas shall be left in a clean and neat condition. All damage to existing construction caused by landscaping operations shall be repaired to the satisfaction of the Owner at the Contractor's expense.

The Contractor will be responsible for watering grass for a two (2) week period after installation. The Contractor shall notify Engineer once grass is installed to start the two-week period. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner.

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LAWN SEEDING (Cool- and Warm-Season Grasses)				
Typical Planting Rate/1,000 sq. ft.				
Lawn Grass	Planting Dates¹	Seeds²	Space Planting³	Sprigging⁴
Tall fescue	March 1 to Oct. 15 (Aug. 15 to Oct. 1 optimum)	6	-	-
Tall fescue/annual (winter) rye	Oct. 15 to March 1	6 fescue 1 rye		
Bermudagrass(seed)	Apr. 1 to Aug. 15	1 to 2	-	-
Bermudagrass (vegetative)	Apr. 15 to Aug. 30	-	5 ⁴	5
Centipedegrass	March to July	0.25 to 0.50	5 ⁴	-
Zoysiagrass	April to July	-	5 ⁴	5
St. Augustinegrass	Apr. to July	-	5 ⁴	-

Notes:

- ¹ Sod consisting of cool-season grasses can be installed anytime the ground is not frozen. Sod consisting of warm- season grasses can be installed as long as soil temperature exceeds 55° F. (typically April 15 to Oct. 1)
- ² Pounds of seed per 1,000 sq. ft.
- ³ Square yards of turf cut into 2-inch centers to plant 1,000 sq. ft.
- ⁴ Bushels of sprigs per 1,000 sq. ft. (1 sq. yd. of turf pulled apart is equivalent to 1 bushel of sprigs.)

Grass Sod/Mulch payment will be made at the unit price per square foot of disturbed areas shown on the plans and as indicated on the itemized proposal including, but not limited to, all equipment, labor, materials, watering and incidentals to install and maintain the sod and mulch as directed.

Watering will be considered incidental to *Grass Sod/Mulch*. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner. No direct payment will be made for areas outside of the construction limits shown on the plans that have been disturbed or damaged.

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SGP-8 – ASPHALT PLANT MIX PAVEMENT REPAIR (CONTINGENCY)

Where it is necessary to open cut along or across streets with asphalt surfaces and where existing asphalt is disturbed by the removal of existing pavement or by the addition of proposed pavement, the pavement shall be replaced with seven (7) inches of Superpave – Asphalt Concrete Intermediate Course: Type I19.0C, and two (2) inches of Superpave – Asphalt Concrete Surface Course: Type S9.5C or as directed by the Engineer. The thickness of the replacement material shall be sufficient to provide a base and surface of equivalent strength to the undisturbed base and surface. The replaced pavement shall meet all applicable material and installation specifications outlined in the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Asphalt Plant Mix Pavement Repair (Contingency) payment will be made at the unit price per ton of asphalt material required to repair disturbed asphalt. The unit price will include all pavement repairs, both temporary and permanent, furnishing, hauling, placing, and shaping the asphalt pavement to produce a uniform, smooth driving surface. No additional payments will be issued to repair pavement damaged by the Contractor outside of the limits of existing asphalt adjacent to removal and replacement of existing pavement or adjacent to the addition of new pavement.

SGP-9 – ASPHALT PAVEMENT

All asphalt pavement will be installed in accordance to Sections 609 & 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* with the specified mix types and thicknesses as shown on the plans and typical sections. The pavement mixes shall meet all applicable material and installation specifications outlined in the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Contractor to provide NCDOT approved mix designs prior to paving.

Full Depth Asphalt Pavement, -" will include all the mix types at the specified thicknesses for each layer to the total depth specified.

Full Depth Asphalt Pavement, -" payment will be made at the unit price per square yard of the specified thicknesses and mix types installed and accepted and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for full description of all items included.

Var. Depth, (Mix Type) will be made at the unit price per square foot of the variable depth of the specified mix type installed and accepted and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for full description of all items included.

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SGP-10 – 6" CONCRETE SIDEWALK

- 6" *Concrete Sidewalk* will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the specified thickness and as shown on the plans with compacted subgrade.

- 6" *Concrete Sidewalk* payment will be made at the unit price per square yard at the specified thickness and will include the labor, materials, compaction of subgrade, and all other miscellaneous items needed to construct the sidewalk.

SGP-11 6" CONCRETE PAD

The 6" concrete pad will be constructed per NCDOT section 848 and as shown in the detail sheets with 6" of compacted ABC stone underneath the pad with a minimum of 12" of stone around the perimeter of the pad. Woven wire fabric sheets shall be placed within the concrete pad per the detail and installed on chairs.

6" *Concrete Pad* line item will be made at the unit price per square foot and shall include the labor, materials, woven wire, stone, and all other miscellaneous items needed to construct the pad. Payment will be made per the unit cost shown on the bid tabulation sheet.

SGP-12 – 2'-6" CURB & GUTTER

- 2'-6" *Curb & Gutter* will be constructed in accordance to Section 846 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Asphalt base course / ABC, as indicated on the plans, under the curb shall be installed per the current NCDOT standards and specifications at the thicknesses shown on the plans or as directed by the Engineer. Asphalt under the curb will extend behind the back of the proposed curb a minimum of 6" and ABC a minimum of 12".

- 2'-6" *Curb & Gutter* payment will be made at the unit price per linear foot at the specified size and will include the labor, materials, asphalt or stone base, and all other miscellaneous items needed to construct the curb & gutter. Payment for this item will not be made until complete, including backfilling, until inspected and accepted by the Owner.

SGP-13 – SURFACE MOUNTED CONCRETE CURB

Surface Mounted Concrete Curb will be constructed in accordance with Section 848 of the *NCDOT Standard Specifications for Roads and Structures* and as shown on the plans on top of the proposed concrete pad or sidewalk sections. Heights of such curb may vary up to 12" measured from the top of the adjoining concrete pad or sidewalk section. Reinforcement steel "U"-bars shall be furnished and in accordance with Section 1070 of the *NCDOT Standard Specifications for Roads and Structures* and spaced as shown on the details or as directed by the Engineer.

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Surface Mounted Concrete Curb payment will be made at the unit price per linear foot measured along the top, back of curb approved by the Engineer or as otherwise indicated in the itemized proposal and will include the labor, materials, reinforcement steel, and all other miscellaneous items needed to construct and install the curb to proposed concrete. No variance in payment will be made based on variable height of curbs shown on the plans up to 12" tall.

SGP-14 – CONCRETE CURB RAMPS

Concrete Curb Ramps will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Concrete Curb Ramps payment will be made at the unit price per each curb ramp satisfactorily installed and will include the labor, materials, excavation and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, curb and gutter, constructing and sealing joints and furnishing and installing truncated domes, and all other miscellaneous items needed to construct the curb ramp. Pay limits for ramps will be as specified on the details provided in the plans.

SGP-15 – REMOVE AND RESET BRICK PAVERS

Remove, safely store, and replace existing brick pavers as shown in the plans and within the limits shown in the plans, to match existing brick pattern/configuration or as directed by the Engineer.

Remove and Reset Brick Pavers payment will be made at the unit price per square foot and will include the labor, materials, and all other miscellaneous items needed to reset the brick pavers.

SGP-16 – INSTALL SHELTERS, BENCHES, AND OTHER AMENITIES

The Owner has purchased all amenities (shelters, benches, trash cans, etc.) to be used for this project unless otherwise noted in the plans or contract documents. The Contractor will pick-up, transport, and install amenities at each site as called out on the plans. The amenities will be located on the Owner's property at the Chapel Hill Transit Facility at 6900 Millhouse Road, Chapel Hill, NC 27516. The Contractor will sign for amenities prior to leaving the Owner's storage facility indicating the condition of the amenities. The contractor will also be responsible for hauling away and disposing of any crates or pallet/packing materials off-site in a legal manner. Amenities will be assembled and installed per manufacturer's recommendations using anchoring system. The Contractor shall provide anchor units to install amenities on concrete per manufacturer's requirements. The Contractor will coordinate all efforts with the Owner. The Contractor will be responsible for any damages to amenities once they leave the Owner's storage facility. The Contractor is to keep the storage facility clean at all times.

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Install Shelter and Amenities payment will be made at the unit price per each bus shelter to be installed and shall include all transportation, assembly, installation and incidentals required to install the shelter, bench, and other amenities (trash cans, charging stations, etc.) as shown on the plans.

Install Bench and Amenities payment will be made at the unit price per each bench to be installed and shall include all transportation, assembly, installation and incidentals required to install the bench, and other amenities (trash cans, charging stations, etc.) as shown on the plans.

Trash cans installed at sites with no other amenity will be considered incidental to the overall contract.

SGP-17 – REMOVE AND REINSTALL EXISTING AMENITIES

The Contractor shall be responsible for removing existing amenities (including but not limited to benches, shelters, trash cans, newspaper boxes, mailboxes, etc.), storing, and reinstalling in locations shown on the plans. If necessary for removal, storing, or reinstallation, the Contractor is required to disassemble and reassemble the amenity in a manner that does not compromise the structural integrity of the amenity or damage the amenity. Damages may include cosmetic blemishes (paint chipping, dents, missing parts, etc.) at the discretion of the Owner. Amenities damaged are to be replaced by the Contractor at no additional expense to the Owner. The Contractor shall provide required anchor units to install the amenities on concrete per manufacturer's requirements.

The Contractor shall take video or pictures of the existing amenities for record of any existing damages, blemishes, or other issues that would be of note to the Owner.

This item shall not include any amenities that are not anchored to existing pavements unless otherwise specified by the Owner or Engineer.

Remove and Reinstall Existing Amenities payment will be made at the unit price per each amenity to be relocated and shall include all furnishing, transportation, assembly, coordination with Owner, installation and incidentals required to relocate, store, and reinstall the amenities shown on the plans.

SGP-18 – RELOCATE SIGN

Contractor to relocate existing signs on new u-channel posts as indicated in the plans. Existing signs will be salvaged from the old post and installed on the new post, as applicable. If a sign is not present at the existing location or the existing sign is not salvageable, a new sign shall be obtained from Chapel Hill Transit and installed on a new post. Existing signs shall be stockpiled in a manner to prevent damage to sign sheeting. Contractor shall inventory these signs by street name, location, and sign message and provide inventory to Engineer prior to removal. Install all signs according to Town of Chapel Hill Standard Detail ST-12 (2'-0" minimum from face of curb; 7'-0" from the base of the sign to ground elevation where sign is shown on the plan sheets).

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Any other relocated signs are to be installed at the same height as the original condition.

Any backfilling, compaction, concrete, brick work, or joint sealer required to remove the existing post hole is to be considered incidental to the relocation of the sign.

Relocate Sign payment will be made at the unit price per each to include all equipment, labor, materials and incidentals to install the signpost and sign as indicated here in and shown on the plan sheets. The Contractor will be responsible for all costs to replace existing signs if damaged during removal or installation.

SGP-19 – PERMANENT TRAFFIC SIGNAGE

Furnish signs with messages as shown on the plans or as directed by the Engineer and that meet the requirements of Section 901 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* and the *Manual on Uniform Traffic Control Devices (MUTCD)*. Conform to the message layout, size, and color as required by the plans or as directed by the Engineer. Use prismatic retroreflective sheeting that meets the minimum retro-reflectivity values found in the latest edition of the *MUTCD*.

Permanent signage shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*, *NCDOT Roadway Standard Drawings*, and the *MUTCD*. Signs provided for pedestrian and school crossings and zones shall use the strong yellow-green coloring rather than the traditional yellow of warning signs. Prismatic sheeting shall be a micro-prismatic lens reflective sheeting, classified using ASTM D4956-04. Sheeting types to be used are ASTM Type III, IV, and VI-X.

Permanent Signage shall be considered full compensation for all equipment, materials, labor, fabrication, footings, supports, hardware, and incidentals for work associated with the installation of new permanent traffic signage at locations as shown on the plans.

Contractor shall submit a sample sign type or detailed submittal for approval by the Engineer prior to ordering the sign.

Use 3lb galvanized steel U-channel sign posts or steel square tube posts, as directed by the Engineer, of sufficient length to permit the appropriate sign mounting height. All sign posts used shall meet the requirements of Section 1094 of the latest version of the *NCDOT Standard Specification for Roads and Structures*.

Permanent Traffic Signage payments will be made at the unit price per square foot and will include, but is not limited to, signage fabrication and installation, including 3 lb. galvanized steel U-channel posts, bolts, fabrication, machine work and any incidentals required to install the traffic signage.

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SGP-20 – ADJUST SEWER CLEANOUT

Adjust Sewer Cleanout will be constructed to adjust the existing sewer cleanout vertically using the appropriate materials so that it is flush with the proposed surface. The Contractor's attention is directed to Article 858-3 & 1520-3 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for applicable construction methods.

Adjust Sewer Cleanout payment will be made per each sewer cleanout satisfactorily adjusted. Such price includes, but is not limited to, removal of a portion of the existing structure, materials, labor, equipment, coordination, and tools necessary to complete the work. Existing frames and covers are to be salvaged and reused in the adjustment. Any coordination with the owner of the utility is to be done by the contractor in accordance with this contract and is to be considered incidental to the contract.

SGP-21 – SURVEY CONSTRUCTION STAKES

Survey CADD files will be provided to the Contractor at their request for use in staking the construction layout, right-of-way or easements on proposed improvements. The Contractor will be responsible for any staking and this work will be considered incidental to the contract.

SGP-22 – MATERIALS SAMPLING & TESTING

The Contractor is responsible for the quality control of his/her work including but not limited to compaction of subgrade, compaction of aggregate base course, strength of concrete, etc. The Owner may use an independent testing laboratory to test areas found to be noncompliant. The Contractor will be responsible for all repair and replacement costs including retesting costs for areas found to be noncompliant.

SGP-23 – CLEARING AND GRUBBING

The Contractor shall furnish all labor, equipment, materials, tools, etc. and shall perform all clearing and grubbing of trees, down timber, logs, snags, brush undergrowth, heavy growth of grass or weeds, debris, and rubbish, etc. All such material shall be disposed of by burning (when permitted), suitable removal from the site, or other means acceptable to the Engineer.

The width of clearing for the project shall be limited to the right of way and/or temporary and permanent easements as noted on the drawings. The entire width of the permanent easement is to be cleared unless otherwise indicated by clearing limits noted on the drawings. Clearing and grubbing shall be conducted in a manner to prevent damage to vegetation that is intended to remain growing and also to prevent damage to adjacent property.

The Engineer will designate all areas of growth or individual trees inside the clearing limits, which are to be preserved due to their desirability. The trees to be preserved will be shown in the Contract Documents or designated by the Engineer.

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All spoil materials that are removed by clearing and grubbing operations shall be adequately disposed of, removed from the site or burned if permitted by the appropriate authorities. The contractor shall be responsible for controlling fires in compliance with all Federal, State or local laws.

All work performed under this section shall cause a minimum of erosion and sediment pollution as outlined in this contract. Installation of temporary or permanent erosion control measures shall occur immediately after clearing and grubbing operations have begun or as directed by the Engineer.

No direct payment will be made for this work, as the cost of this work is being paid for at the contract lump sum price for *Demolition*.

SGP-24 – SHOULDER AND FILL SLOPE MATERIAL (LUMP SUM EARTHWORK)

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the Standard Specifications except as follows:

Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.

Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

Obtain material from approved borrow site. The Contractor is responsible for any erosion control requirements of off-site borrow sites.

No direct payment will be made for this work, as the cost of this work will be considered to be covered under the contract lump sum price for *Earthwork*.

SGP-25 – BURNING RESTRICTIONS

Open burning is not permitted on any portion of the limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

SGP-26 – COORDINATION WITH UTILITY COMPANIES

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 owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the Owner, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the

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Engineer who will determine the number of such holes and will schedule the Owner to locate utility vertical and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.

The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the Utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.

The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The Owner, at the time of pre-construction conference, will provide names, addresses and telephone numbers of private utility owner representatives.

All underground utilities may not have been identified. The Contractor shall call North Carolina One Call to identify underground utilities before starting any digging and/or excavation operation.

The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

SGP- 27 CONCRETE GRAVITY RETAINING WALL

GENERAL

A cast-in-place (CIP) concrete gravity retaining wall consists of CIP unreinforced concrete and is typically constructed in accordance with the standard CIP gravity retaining wall drawing (Shown in Plans). Construct CIP gravity retaining walls based on actual elevations and dimensions in accordance with the contract and accepted construction submittal. For this provision, "CIP gravity wall" refers to a CIP gravity retaining wall.

MATERIALS

Refer to Division 10 of the *NCDOT Standard Specifications for Roads and Structures*:

Item	Section
Portland Cement Concrete, Class A	1000
Select Material, Class V	1016
Curing Agents for Concrete	1026
Joint Materials	1028
Reinforcing Steel	1070
Masonry	1040
Subdrain Fine Aggregate	1044-1

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Use Class V Select Material (standard size no. 78M stone) and subdrain fine aggregate for subsurface drainage at weep holes.

CONSTRUCTION SUBMITTAL

The plans typically show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each CIP gravity wall. Before beginning CIP gravity wall construction, survey existing ground elevations at the wall face and other elevations in the vicinity of CIP gravity walls as needed. Based on these elevations, finished grades and actual CIP gravity wall dimensions and details, submit wall envelopes for review and acceptance. Use the accepted wall envelopes for construction.

CONSTRUCTION METHODS

Control drainage during construction in the vicinity of CIP gravity walls. Direct run off away from CIP gravity walls and backfill. Contain and maintain backfill and protect material from erosion.

Perform all necessary clearing and grubbing in accordance with Section 200 of the *NCDOT Standard Specifications for Roads and Structures*. Excavate as necessary for CIP gravity walls in accordance with the plans and accepted construction submittal. Embed bottom of footings a minimum of 2 ft. below bottom of walls unless required otherwise on the plans. If applicable and at the Contractor's option, "temporary shoring for wall construction" may be used in lieu of temporary slopes to construct CIP gravity walls. Temporary shoring for wall construction is defined as temporary shoring not shown on the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Notify the Engineer when foundation excavation is complete. Do not place concrete until obtaining approval of the excavation depth and foundation material.

Construct CIP gravity walls at elevations shown in the accepted construction submittal and in accordance with the plans and Section 420 of the *NCDOT Standard Specifications for Roads and Structures*. Extend top of walls 6" above grade elevations unless required otherwise on the plans.

Construct joints at a maximum spacing of 30 ft. unless required otherwise on the plans. Half-inch thick expansion joints in accordance with Article 420-10 of the *NCDOT Standard Specifications for Roads and Structures* are required every third joint. Half-inch deep grooved contraction joints in accordance with Subarticle 825-10(B) of the *NCDOT Standard Specifications for Roads and Structures* are required for the remaining joints.

Do not remove forms until concrete achieves a minimum compressive strength of 2,400 psi. Unless required otherwise on the plans, provide a Class 1 Surface Finish for exposed faces of CIP gravity walls in accordance with Article 420-17 of the *NCDOT Standard Specifications for Roads and Structures*.

Seal joints above and behind CIP gravity walls between walls and ditches with joint sealer.

Do not backfill wall until concrete achieve a minimum compressive strength of 3,000 psi. Backfill is to be compacted with hand operated equipment.

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Provide a 4" perforated PVC drain pipe the length of the wall or as shown on the plans. Wrap the pipe with filter fabric and provide 1' wide by 1' deep washed stone around the pipe. The drain pipe is to be daylighted at the ends of the wall and a sock is to be provided around the entire pipe.

MEASUREMENT AND PAYMENT

CIP Gravity Retaining Walls will be measured and paid for in square feet. CIP gravity walls will be measured as the exposed face area with the wall height equal to the difference between the top and bottom of wall elevation. The top of wall elevation is defined as the top of concrete for CIP gravity walls. The bottom of wall elevation is as shown on the plans and no payment will be made for portions of CIP gravity walls below bottom of wall elevations.

The contract unit price for *CIP Gravity Retaining Walls* will be full compensation for providing submittals, labor, tools, equipment, and CIP gravity walls materials, excavating, backfilling, hauling and removing excavated materials and providing concrete, subsurface drainage, and any incidentals necessary to construct CIP gravity walls in accordance with the provision.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be considered incidental to the contract unit price for *CIP Gravity Retaining Walls*.

The contract unit price for *CIP Gravity Retaining Walls* does not include the cost for fences, handrails, ditches, guardrail, and barriers associated with CIP gravity walls as payment for these items will be made elsewhere in the contract.

SGP- 28 PEDESTRIAN SAFETY RAIL AND HANDRAIL

The Contractor is to furnish and install pedestrian safety rails and handrails at the size, height, locations, and of the materials specified in the plans. The pipe shall be 1.5" diameter galvanized schedule 40 steel or 1.5" aluminum pipe with 0.145" wall thickness or as otherwise approved by the Engineer. Footings for the rail are to be constructed continuously with adjacent concrete unless otherwise noted on the plans or as approved by the Engineer.

Where proposed rail is to attach to existing rails shown on the plans, the Contractor should furnish and install pedestrian safety and handrails that match the existing rails.

The Contractor is to provide a construction drawing submittal of the rails to be furnished to the Engineer for review and approval prior to installation.

Repair of galvanizing of the proposed handrail and safety rails shall be completed in accordance with Section 1076 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Pedestrian Safety Rail payment will be paid as the actual number of linear feet of safety rail installed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, fabrication, furnishing, installing, painting, concrete footings and all other miscellaneous items needed to satisfactorily install the

Chapel Hill Transit Bus Stop Improvements

safety rail. Measurement for *Pedestrian Safety Rail* will be made along the top of rail to the nearest whole foot.

Pedestrian Handrail payment will be paid as the actual number of linear feet of safety rail installed and approved or as otherwise indicated in the itemized proposal and will include the labor, materials, fabrication, furnishing, installing, painting, concrete footings and all other miscellaneous items needed to satisfactorily install the safety rail. Measurement for *Pedestrian Handrail* will be made along the top of rail to the nearest whole foot.

SGP- 29 –" MONOLITHIC CONCRETE ISLANDS

-” *Monolithic Concrete Islands* will be constructed per section 852 of the latest version of the NCDOT Standard Specifications.

-” *Monolithic Concrete Islands* payment will be made in accordance with Section 852-4 (see “-“ *Monolithic Concrete Islands*”) of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

SGP-30 – ADJUSTMENT OF MANHOLES

The Contractor's attention is directed to Section 858 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

The use of cast iron or steel fittings in the adjustment of manholes will not be permitted on this project except where it is considered by the Engineer to be in the best interest of the Department to allow rings to be used. When rings are permitted for the adjustment of manholes, the rings shall have satisfactory bearing on the existing manhole frames and 50 percent of the circumference shall be tack welded at four equally spaced locations as directed by the Engineer. If the existing covers do not fit the rings, furnish, and install new covers at no additional expense to the utility owner. The Contractor shall be responsible for the removal, maintenance, and replacement of manhole rings and covers. Upon removal of the manhole rings and covers, the utility owner or its representative shall inspect them for defects or damage.

Unless otherwise stipulated in the Contract Documents, the Contractor shall only be compensated one time for the adjustment of each manhole as called out in the construction drawings. Any additional adjustments required by the Contractor beyond the first adjustment of a manhole will be the responsibility of the Contractor at no additional cost to the utility owner.

Refer to Section 858-4 of *NCDOT Standard Specifications for Roads and Structures* for additional information and methods of measurements and payments.

SGP-31 – ADJUST UTILITY BOX/VAULT

Adjust Utility Box/Vault will be constructed to adjust the existing utility box/vault vertically using the appropriate materials so that it is flush with the proposed surface. The

Chapel Hill Transit Bus Stop Improvements

Contractor's attention is directed to Article 858-3 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for applicable construction methods.

Adjust Utility Box/Vault payment will be made per each utility box/vault satisfactorily adjusted. Such price includes, but is not limited to, removal of a portion of the existing structure, materials, labor, equipment, coordination, and tools necessary to complete the work. Existing frames and covers are to be salvaged and reused in the adjustment. Any coordination with the owner of the utility is to be done by the contractor in accordance with this contract and is to be considered incidental to the contract.

Chapel Hill Transit Bus Stop Improvements

SGP-32 – DAVIS-BACON ACT AND PREVAILING WAGES

The Davis-Bacon act applies to this federally funded project. Please refer to Item 19 of the attached Third Party contract terms. For prevailing wages, refer to NCDOT Standard Special Provision Z-088 on the following pages.

SGP-33 – SOLAR PANEL REPLACEMENT AND REINSTALL

The Owner has purchased all solar panel amenities to be used for this project. The Contractor will pick-up, transport, and install amenities at each site as called out on the plans. The amenities will be located on the Owner's property at the Chapel Hill Transit Facility at 6900 Millhouse Road, Chapel Hill, NC 27516. The Contractor will sign for amenities prior to leaving the Owner's storage facility indicating the condition of the amenities. The contractor will also be responsible for hauling away and disposing of any crates or pallet/packing materials off-site in a legal manner.

The Contractor shall be responsible for removing existing solar panel amenities and installing replacement solar panel amenities in locations shown on the plans. If necessary for removal and storing, the Contractor is required to disassemble and reassemble the existing amenity in a manner that does not compromise the structural integrity of the amenity or damage the amenity. Damages may include cosmetic blemishes (paint chipping, dents, missing parts, etc.) at the discretion of the Owner. Amenities damaged are to be replaced by the Contractor at no additional expense to the Owner. Contractor is to return the existing amenities to the Town's storage facility.

Replacement solar panel amenities will be assembled and installed per manufacturer's recommendations on the existing shelters. The Contractor will coordinate all efforts with the Owner. The Contractor will be responsible for any damages to amenities once they leave the Owner's storage facility. The Contractor is to keep the storage facility clean at all times.

The Contractor shall take video or pictures of the existing amenities for record of any existing damages, blemishes, or other issues that would be of note to the Owner.

Solar Panel Replacement and Reinstall payment will be made at the unit price per each amenity to be removed and replaced and shall include all furnishing, transportation, assembly, coordination with Owner, installation and incidentals required to remove, store, and install the amenities shown on the plans.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20250088 01/03/2025 NC88

Z-088

Date: January 3, 2025

General Decision Number: NC20250088 01/03/2025 NC88

Superseded General Decision Numbers: NC20240088

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance

of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number
0

Publication Date
01/03/2025

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68 **	.05
CEMENT MASON/CONCRETE FINISHER	13.93 **	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19 **	1.25
IRONWORKER	13.30 **	
LABORER		
Asphalt Raker and Spreader	12.78 **	
Asphalt Screed/Jackman	14.50 **	
Carpenter Tender	12.51 **	.27
Cement Mason/Concrete Finisher Tender	11.04 **	
Common or General	10.40 **	.01
Guardrail/Fence Installer	13.22 **	
Pipelaye	12.43 **	
Traffic Signal/Lighting Installer	15.65 **	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00 **	
Bulldozer Fine	16.13 **	
Bulldozer Rough	14.36 **	
Concrete Grinder/Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough/All-Terrain	19.10	
Drill Operator Rock	14.28 **	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63 **	
Grader/Blade Fine	19.84	
Grader/Blade Rough	15.47 **	
Loader 2 Cubic Yards or Less	13.31 **	
Loader Greater Than 2 Cubic Yards	16.19 **	
Material Transfer Vehicle (Shuttle Buggy)	15.44 **	
Mechanic	17.51	
Milling Machine	15.22 **	
Off-Road Hauler/Water Tanker	11.83 **	
Oiler/Greaser	14.16 **	
Pavement Marking Equipment	12.05 **	

	Rates	Fringes
Paver Asphalt	15.97 **	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79 **	
Roller Asphalt Finish	13.76 **	
Roller Other	12.08 **	
Scraper Finish	12.65 **	
Scraper Rough	11.50 **	
Slip Form Machine	19.60	
Tack Truck/Distributor Operator	14.82 **	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.45 **	
GVWR of 26,001 Lbs or Greater	13.57 **	.03

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <http://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in

the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via mail to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

END OF GENERAL DECISION

Chapel Hill Transit Bus Stop Improvements

SGP-33 – NCDOT ERRATA

Revise the *NCDOT 2024 Standard Specifications* as follows:

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 6

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "Hot Mix Asphalt Pavement" with "Asphalt Concrete _____ Course, Type _____".

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with "Sign Erection, Relocate Type ____ (Ground Mounted)".

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the "unpopulated blank row" in Table 1024-2 between "Time of set, deviation from control" and "Chloride Ion Content, Max.".

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with "minimum".

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace "Where barrier units are moved more than one" with "Where barrier units are moved more than once".

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Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace "All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " Flocculant will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

END OF SECTION