



Raleigh

MEMO

DEPARTMENT OF PARKS, RECREATION AND CULTURAL RESOURCES

March 7, 2025

ADVERTISEMENT FOR BIDS
Tennis Court Repair and Resurfacing
Project #274-2025-21-2001

Bids are invited and will be received by David Bell via email at david.bell@raleighnc.gov until **4:00 PM on Friday, March 28, 2025** at which time they will be opened. The bids should be clearly marked **City of Raleigh Bid –Tennis Court Repair and Resurfacing**. The bids shall provide the cost for furnishing all necessary equipment, materials, labor, related services and complying with all related Federal (EPA, OSHA, HUD), State and Local regulations.

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is eight percent (8%) for minorities and seven percent (7%) for non-minority females.

The bidder must include completed minority or women-owned subcontractor documentation form(s) regardless of bid amount or the bids may be considered non-responsive and invalid. The City of Raleigh reserves the right to reject any and all bids.

All potential bidders are welcome to visit each Tennis Park however pre-bid meeting will not be mandatory. However we would be available to show all courts on **Thursday, March 20, 2025 at 10:00 a.m.** beginning at Lake Lynn Tennis Court (7921 Ray Rd, Raleigh, NC 27613), then Fred Fletcher Park Tennis Courts (820 Clay St, Raleigh, NC 27605), then Green Road Tennis Court (Green Road Park, 4201 Green Road, Raleigh, NC 27604) then Millbrook Tennis Courts (1905 Spring Forest Rd, Raleigh, NC 27615)).

For a complete project manual, please contact either

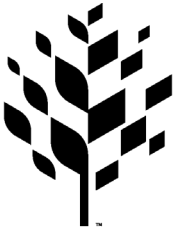
Terry Naranjo, Project Manager
City of Raleigh
222 West Hargett Street Suite 601
Raleigh, NC 27601
(919) 996-4796
terry.naranjo@raleighnc.gov

David Bell, Tennis Program Director
Millbrook Exchange Tennis Center
1905B Spring Forest Rd.
Raleigh, NC 27615
(919)278-6292
david.bell@raleighnc.gov

Municipal Building
222 West Hargett Street
Raleigh, North Carolina 27601

One Exchange Plaza
1 Exchange Plaza,
Raleigh, North Carolina 27601

City of Raleigh
Post Office Box 590 • Raleigh
North Carolina 27602-0590
(Mailing Address)



Raleigh
MEMO

DEPARTMENT OF PARKS, RECREATION AND CULTURAL RESOURCES

TENNIS COURT REPAIR AND RESURFACING

Fred Fletcher Park, Millbrook Park, Green Road Park, Lake
Lynn Park.

PROJECT MANUAL

March 7, 2025

City of Raleigh
Parks, Recreation and Cultural Resources Department

David Bell, Tennis Program Director
City of Raleigh
1905B Spring Forest Rd
Raleigh, NC 27615
O (919) 996-4129
David.bell@raleighnc.gov

Municipal Building
222 West Hargett Street
Raleigh, North Carolina 27601

One Exchange Plaza
1 Exchange Plaza,
Raleigh, North Carolina 27601

City of Raleigh
Post Office Box 590 • Raleigh
North Carolina 27602-0590
(Mailing Address)

DESCRIPTION OF WORK:

Tennis Court Repair and Resurfacing

The City of Raleigh Parks, Recreation and Cultural Resources Department is in need of resurfacing, and painting for tennis courts located at Fred Fletcher Park (2 tennis courts), Millbrook Park (14 tennis courts), Green Road Park (4 tennis courts), and Lake Lynn Park (4 tennis courts). The work includes the repair of all cracks, removal of all loose surfacing, spraying all cracks, dings or depressions with patching material and application of acrylic resurfacer applied at manufacturer's rate (not diluted). The contractor is to provide color resurfacer following the manufacturer's directions and application rates. It is desired that the work be started as early as possible at the courts where most damage has occurred. The contractor will layout and tape the lines in accordance with USTA standards. The contractor will clean the net posts, sand them and re-paint them with a black Rustoleum paint product and reset them when completely dry. The contractor will dispose of all work related debris and leave the courts in a condition that is ready for use. The project must adhere to the project manual and the included drawings and specifications as part of the proposal and contract.

Work shall begin after the last frost in the spring and shall be completed within 210 days (refer to Section 01100 Summary part 1.3 F for detail). The contractor will be required to coordinate the timing of the disruption of service with the Project Manager or Tennis Director to ensure that city program disruption is kept to a minimum. Contractor is to coordinate with the Tennis Director for scheduling installation, **David Bell, (919) 278-6292**, must be contacted to set up time for construction and the closing of any courts, roads or parking areas. The contractor is to provide a letter of substantial completion with a list of deficiencies to be corrected as well as any letters or certification forms at that time. The project manager will then review the provided list on site and prepare comments prior to payment.

Bids are due to David Bell, Tennis Director, by **Friday March 28, 2024, at 4 p.m.** delivered by email and you will receive an email confirmation upon bid receive. No bid will be considered or accepted by the City unless submitted by the noted time. No bidder may withdraw his bid within ninety (90) days after the date of the Bid Opening.

MANDATORY PRE-BID MEETING:

All potential bidders are not required to attend a pre-bid meeting. However we would be available to show all courts on **Thursday, March 20th, 2024 at 10:00 a.m.** beginning at Lake Lynn Tennis Court (7921 Ray Rd, Raleigh, NC 27613). Then Fred Fletcher Park (820 Clay St, Raleigh, NC 27605), then Green Road Tennis Court (Green Road Park, 4201 Green Road, Raleigh, NC 27604) then Millbrook Tennis Courts (1905 Spring Forest Rd, Raleigh, NC 27615).

PRE-CONSTRUCTION MEETING:

The awarded contractor must attend a pre-construction meeting to discuss and review a detail project schedule. Questions will be answered relating to the scope of work for the sites.

REQUIRED DOCUMENTATION:

Submit a copy of your North Carolina General Contractors License and documentation indicating that you are an authorized applicator of the chosen surface system for the project with your bid.

PROPOSAL FORM FOR THE CONSTRUCTION OF TENNIS COURT REPAIR AND RESURFACING IN THE CITY OF RALEIGH, NORTH CAROLINA.

City of Raleigh
Parks, Recreation and Cultural Resources Department
Post Office Box 590
Raleigh, North Carolina 27602

Date: _____

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Supplemental and/or Special Conditions, the Plans and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also carefully examined the site of the proposed work. The undersigned further agrees to sign a Contract for all or part of the work determined by the approval of the City Council based upon the below amount, if offered within hundred and twenty (120) days after receipt of Bids, and to furnish surety as specified, upon failure to do so, agrees to forfeit to the Owner, attached cashier's check, certified check, or Bid Bond in the amount of 5% of the bid. The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the construction of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the City of Raleigh and in accordance with these documents within the time limit specified below.

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

1. If this contract is awarded to the Bidder, they must, upon completion of this contract, or at any other time requested, furnish to the Director of the Department of Parks, Recreation and Cultural Resources an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment and any other items charged to this contract, and otherwise fully comply with the *Procedure for Reporting North Carolina Sales Tax Expenditures*, attached.
2. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: **210 days** from the date on the Notice to Proceed.
 - a. Note: The two hundred and ten days (210) to complete the job. Please refer to section summary 01100-part 1.3 F for more detail on time schedule of work.
3. The Bidder agrees to comply with the City Code Raleigh's Standard Procedure regarding the Minority and Women-owned Business Enterprise Program.

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

TENNIS COURT REPAIR AND RESURFACING

4. Fred Fletcher Park Tennis Courts (2 courts) – 820 Clay St, Raleigh, NC 27605

Base Bid Total: _____
(In written word)

\$ _____
(In numerals)

5. Green Road Park Tennis Court (4 courts) – 4201 Green Rd, Raleigh, NC 27604

Base Bid Total: _____
(In written word)

\$ _____
(In numerals)

6. Lake Lynn Park Tennis Courts (4 courts) – 7921 Ray Road, Raleigh, NC 27613

Base Bid Total: _____
(In written word)

\$ _____
(In numerals)

7. Millbrook Park Tennis Courts (14 courts) – 1905 Spring Forest Rd, Raleigh, NC 27615

Base Bid Total: _____
(In written word)

\$ _____
(In numerals)

Name of General Contractor _____

NC General Contractor License Number _____

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

ALLOWANCES:

Lump-Sum Allowance: Include the sum of \$10,000 for unforeseen conditions contingency.
This allowance includes material cost, receiving, handling, installation, and Contractor overhead and profit.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Pursuant to General Statutes of North Carolina Sections 143-128 and 143-131 and to City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Women-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include - Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their proposal, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to Certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding. The goal breakdown is 8% for minorities and 7% for non-minority females.

Execute fully the nondiscrimination clause and appropriate affidavits.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

PROPOSAL SIGNATURE PAGE

If the proposal exceeds \$300,000.00, the bidder is required to furnish surety as specified, upon failure to do so, agrees to forfeit to the Owner, attached cashier's check, certified check, or bid bond in the amount of 5% of the total bid or: \$_____.

It is further agreed that the undersigned will do any extra work not covered in the base bid which may be ordered by the Project Coordinator as authorized by the City Council and to accept as full compensation therefore such prices as may be agreed upon by the Project Coordinator and the Contractor in writing when authorized and approved by the City Council.

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

Respectfully submitted this day of _____

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

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

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

Address _____

ATTEST:

By: _____

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

License No. _____

Federal I.D. No. _____

Email Address: _____

(CORPORATE SEAL)

BIDDER QUALIFICATIONS:

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

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

A. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

B. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

C. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

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

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

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

Policy

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

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

Definitions

Certified Minority Business (MWBE)

A business which:

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

Minority Person

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

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

Socially and Economically Disadvantaged Individual

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

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

² See, City of Raleigh SOP 505-2.

³ See, 15 U.S.C. 637.

Bidder Responsibilities

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

Pre-Bid Opening

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

Identification of MWBE Participation

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

Affidavit A: Listing of Good Faith Efforts

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

Affidavit B: Intent to Perform Contract with Own Workforce

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

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

Bid Opening

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

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

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

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

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

Post-Award

Payment

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

Changing a Certified MWBE Subcontractor

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

ACKNOWLEDGMENT OF MWBE POLICY

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

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

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

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

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

Signature

Printed Name and Title

Company

Date

AFFIDAVIT A
Listing of Good Faith Efforts (GFE)

Affidavit of _____
(Name of Bidder)

Project Name			
Project Number			
Total Project Bid		Bid Submittal Date	

Total Available GFE Points: 155		Minimum Number GFE Points Required: 50
POINTS	GOOD FAITH EFFORT (GFE)	
<input type="checkbox"/>	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<input type="checkbox"/>	10	Made construction plans, specifications and requirements available for review by prospective MWBE businesses or provided these documents at least 10 days before bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
Total GFE Points _____		

The undersigned certifies the preceding representation is a true and accurate statement of Good Faith Efforts made toward the participation of MWBE businesses in the performance of this Project/Contract. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This the ____ of _____, 20 ____
Signature

Printed Name/Title

AFFIDAVIT B
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

Project Name			
Total Project Bid		Bid Submittal Date	
Project Number			
<input type="checkbox"/> PRIME IS MWBE	Classification: _____	<input type="checkbox"/> Certified with NCHUB	<input type="checkbox"/> Certified with NCDOT-DBE

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

The Bidder hereby certifies having read and understood the City of Raleigh MWBE Policy, and affirms that it is the intent of the Bidder to **perform 100% of the work** required for the above-named Contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of work on this project** with the Bidder's own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the City of Raleigh in support of the above statement. If additional scopes of work are added after the Bidder has been awarded the Contract, then the Bidder agrees to make a Good Faith Effort to utilize Minority and Women-Owned Business Enterprises (MWBEs), as applicable, where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

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

Notary Public _____ My commission expires _____

SEAL

AFFIDAVIT C
MWBE SUBCONTRACTOR UTILIZATION COMMITMENT

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the portion of the work to be performed by MWBE Businesses equals or exceeds fifteen percent (15%) of the total contract price. *Copy this Form as needed.*

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Letters of Intent Submitted Upon Notice from the City

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on Affidavit C. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

Adding Subcontractors or Suppliers After Submitting This Form

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the ___ of _____, 20 _____

Signature

Printed Name/Title

**AFFIDAVIT D
GOOD FAITH EFFORTS (GFE) AND STATEMENT OF GFE COMPLIANCE**

This affidavit is to be provided by the Prime Contractor within three (3) business days after notification by the City of being the apparent lowest, responsible, responsive bidder (LRRB) if the Bidder has not fully met the established MWBE Goal (15%) for this Project. The Bidder must document it has met the GFE requirements by completing this Form. GFE Points will be calculated independently by the City.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Project Manager			
Phone Number		Email Address	
Bidder		Contact Name	
Phone Number		Email Address	
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	Bid Submittal Date	
Prime to Perform	\$ _____	Prime to Perform	_____ %

Total Base Bid Amount \$ _____

Total Contract Amount (including Contingency) \$ _____

Total MWBE Subcontractor / Supplier Utilization \$ _____

Percent MWBE Subcontractor Utilization (Total MWBE \$ divided by Total Base Bid) _____ %

SECTION 2. MWBE SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors to be used on this Project/Contract regardless of dollar amount.

Company Name	Contact Information (Name, Email, Phone)	MWBE Classification	Description of Services	Percentage of Total Contract	Total Projected Utilization (\$)

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

SECTION 3. GOOD FAITH EFFORTS

Below is a list of Good Faith Efforts as defined in the City’s MWBE Policy. To the left of each item is the number of points assigned to that item. Please place an “X” in the first column for each item you are claiming credit. Please provide any documentation, if available. Failure to achieve the minimum number of GFE points stated in the box below may constitute grounds for rejection of your bid.

NOTE: All actions necessary to earn GFE Points must be undertaken prior to Bid Opening.

Total Available GFE Points: 155		Minimum Number GFE Points Required: 50
POINTS		GOOD FAITH EFFORT (GFE)
<input type="checkbox"/>	10	Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
<input type="checkbox"/>	10	Made the construction plans, specifications and requirements available for review by prospective MWBE businesses or providing these documents to them at least 10 days before the bids are due.
<input type="checkbox"/>	15	Broken down or combined elements of work into economically feasible units to facilitate MWBE business participation.
<input type="checkbox"/>	10	Worked with MWBE businesses trade, community, or contractor organizations identified by the MWBE Office and included in the bid documents that provide assistance in recruitment of MWBE businesses.
<input type="checkbox"/>	10	Attended pre-bid meetings schedule by the public owner.
<input type="checkbox"/>	20	Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
<input type="checkbox"/>	15	Negotiated in good faith with interested MWBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a MWBE business based on lack of qualification should have the reasons documented in writing.
<input type="checkbox"/>	25	Provided assistance to MWBE businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBE businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help MWBE businesses in establishing credit.
<input type="checkbox"/>	20	Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE businesses participation on a public construction or repair project when possible.
<input type="checkbox"/>	20	Provided quick pay agreements and policies to enable MWBE business contractors and suppliers to meet cash flow demands.
Total GFE Points (Claimed by Bidder) _____		Total GFE Points (Assessed by City) _____

Letters of Intent Submitted Upon Notice from the City

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Bidders must submit a separate Letter of Intent for each MWBE listed on this Affidavit D. Each Letter of Intent must be executed by both the MWBE and the Bidder. The City shall not count proposed MWBE utilization for which it has not received a Letter of Intent by this deadline.

Adding Subcontractors or Suppliers After Submitting This Form

Nothing in this Affidavit shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the City of Raleigh MWBE Policy, you must comply with the following:

- You must maintain the minimum level of MWBE participation proposed on this Affidavit throughout the duration of the Contract, except as may be otherwise specifically allowed by the City.
- If you need to terminate or replace a MWBE, you must complete a Request to Change a MWBE Subcontractor Form.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as subcontracted, then you must comply with City of Raleigh MWBE Policy, including Good Faith Efforts.
- A Letter of Intent must also be submitted for each MWBE you add subsequent to contract award.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- a. You have complied with all provisions of the City of Raleigh MWBE Policy;
- b. The information provided is a true and accurate statement of Certified MWBE businesses intended to be used as subcontractors, subconsultants, or suppliers in the performance of this Project/Contract; and
- c. Failure to provide accurate and truthful information or to properly document such compliance in the manner and within the time periods established by the City of Raleigh MWBE Policy shall constitute a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein, including rejection of your bid.

This the ___ of _____, 20 _____

Signature

Printed Name/Title

Letter of Intent

In accordance with City of Raleigh MWBE Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit **a separate** Letter of Intent for each MWBE subcontractor listed on Affidavit C or Affidavit D, as may be applicable.

Project Name	
Project Number	

Section 1: TO BE COMPLETED BY THE BIDDER					
Name of Bidder					
Address					
Contact Person					
Telephone		E-mail		Fax	

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the City's MWBE Policy, please attach a copy of the executed Agreement with the undersigned MWBE.

Identify in complete detail the scope of work to be performed or item(s) to be supplied by the MWBE.

Cost of Work to be Performed by MWBE \$ _____

Section 2: TO BE COMPLETED BY MWBE SUBCONTRACTOR					
Name of MWBE					
Address					
Contact Person					
Telephone		E-mail		Fax	

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the MWBE listed above, and that the description, cost and percentage of work to be performed by the MWBE as described above is accurate. The MWBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

BIDDER	_____	_____
	Signature	Date

	Print Name and Title	
MWBE	_____	_____
	Signature	Date

	Print Name and Title	

CONTRACT SUBCONTRACTOR IDENTIFICATION FORM

Building Project/Construction Contracts

(This form **MUST** be submitted within 30 days after award of the Contract)

This Final Subcontractor Identification Form is to provide a list of all subcontractors that the Contractor will use in the performance of the Contract with the City, in accordance with NCGS §143-128.2. *Copy this Form as needed.*

CONTRACTOR NAME			
PROJECT NAME			
PROJECT NUMBER		CITY DEPARTMENT	
<input type="checkbox"/> PRIME IS MWBE	Classification: _____ <input type="checkbox"/> Certified with NCHUB <input type="checkbox"/> Certified with NCDOT-DBE	CONTRACT AWARD DATE	

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

WORK TO BE SELF-PERFORMED

Check this box **only** if you intend to perform 100% of the work on this Project/Contract with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

ALL CONTRACT SUBCONTRACTORS

Complete the chart below for **all** subcontractors that will be used on this Contract regardless of dollar amount.

Company Name	Contact	Description of Service/Trade	Total (\$)
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	
	Name:		
<input type="checkbox"/> Certified MWBE <input type="checkbox"/> Registered Raleigh SCS	E-mail:	Address:	

Certification must be with NCHUB or the NCDOT-DBE. Proof of Certification may be required upon request by the City.

Total Contract Amount \$ _____

Total MWBE Utilization \$ _____

Percent MWBE Utilization _____%

(Total MWBE Utilization divided by Total Contract Amount)

APPENDIX E - CERTIFIED SUBCONTRACTOR / SUPPLIER PAYMENT APPLICATION FORM

Contractors must submit this form with each request for payment from the City of Raleigh, including any invoice or request for final payment. Requests for payment are limited to work that has been completed and approved for all subcontractors and suppliers in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e., Prime) is responsible for collecting and submitting this Appendix E from all subsequent lower tier contractors.

Section 1: PROJECT INFORMATION

Project Name			Contractor Name		
Total Contract Amount	\$		Pay App #/Contract ID #		
Total MWBE Sub (\$/%)	\$	%	Invoice Amount	\$	
Payment Period	___/___/20___ through ___/___/20___		City Department		
FINAL PAYMENT <input type="checkbox"/> Check only when submitting Final Pay Request.			Project Completion Date		

Section 2: PAYMENTS TO SUBCONTRACTORS

Complete the chart below for all MWBE subcontractors used on the Project/Contract regardless of dollar amount.

Company Name	MWBE Classification	Work Performed	Percentage of Total Contract	Percent of Subcontract Completed	Payment this Period	Cumulative Payments to Date

*MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 3: PAYMENTS TO SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request, on a case-by-case basis, that the Contractor require certain suppliers to be registered in the Raleigh Supplier Connection System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Appendix E. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the undersigned certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the City of Raleigh MWBE Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20____

Signature _____ **Print Name and Title** _____

To be completed by City for FINAL PAYMENT

Total Paid to Contractor	\$	Proposed MWBE Amount	\$	MWBE Commitment: _____%
<input type="checkbox"/> Prime Contractor MWBE				
Total Paid to Subcontractors	\$	Total to MWBE Subcontractors	\$	MWBE Final: _____%

REQUEST TO CHANGE A MWBE SUBCONTRACTOR

Contractors must submit this form for **any request** to change any MWBE subcontractor or supplier in connection with the Contract. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting this form from all subsequent lower tier contractors.

PROJECT NAME			
PROJECT MANAGER		CONTRACT NUMBER	
PRIME CONTRACTOR		CONTACT NAME	
PHONE NUMBER		E-MAIL ADDRESS	
DATE OF CHANGE		CITY DEPARTMENT	

SECTION 1: PREVIOUS REQUESTS FOR CHANGE

NO PREVIOUS REQUEST FOR THIS PROJECT/CONTRACT.

Complete the chart below for all previous Requests to Change a MWBE Subcontractor.

Date of Request	Subcontractor's Company Name	MWBE Classification	Request Approved: Y/N	Work Performed

MWBE Classifications: American Indian (AI), Asian American (AA), Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

Section 2: CURRENT MWBE SUBCONTRACTOR INFORMATION

CURRENT MWBE SUBCONTRACTOR			
SERVICE PROVIDED			
PERCENT OF TOTAL CONTRACT	_____ %	PERCENT OF SUBCONTRACT COMPLETE	_____ %
TOTAL AMOUNT OF SUBCONTRACT	\$ _____	TOTAL AMOUNT PAID TO DATE	\$ _____

Section 3: PROPOSED ACTION (SELECT ONE)

WORK TO BE SELF-PERFORMED

Check this box **only** if the work previously performed by the above MWBE subcontractor will be performed with your own current work forces, and you normally perform and have the capability to perform all elements of this work on this Project/Contract with your own current work forces.

REPLACE MWBE SUBCONTRACTOR

Section 4: REASON FOR CHANGE (SELECT AT LEAST ONE)

- The listed MWBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.
- The listed MWBE is bankrupt or insolvent.
- The listed MWBE fails or refuses to perform the subcontract or furnish the listed materials.

- The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications.
- The subcontractor is substantially delaying or disrupting the progress of the work.
- Other - explain in detail on company letter head and attach to this Request.

Section 5: NEW SUBCONTRACTOR INFORMATION (IF APPLICABLE)

Complete the information below for the new MWBE subcontractor requested to be changed on the Project/Contract.

Company Name	Contact Person	MWBE Classification	Work to be Performed	Amount of Subcontract	Subcontractor's Percentage of Total Contract

MWBE Classifications: American Indian (AI), Asian American (AA,) Black/African-American (B), Hispanic (H), Non-Minority Female (NMF), Socially/Economic Disadvantaged (D)

If new subcontractor(s) is not MWBE, attach documentation of Good Faith Efforts (Affidavit A).

This the ___ of _____, 20____

Signature **Printed Name/Title**

TO BE COMPLETED BY CITY

SIGNATURE:

Original Total Contract Amount: \$ _____

Original Total MWBE Participation _____ %

PRINT NAME:

New Total Contract Amount: \$ _____

New Total MWBE Participation _____ %

DATE:

Contract Amount Impact Increase \$ _____
 Decrease \$ _____
 No Change

MWBE Participation Change Increase _____ %
 Decrease _____ %
 No Change

APPROVED

 REJECTED

NOTES:



Minority and Women-owned Business Enterprise Program (MWBE)

Explanation of Affidavit A

A Listing of the Good Faith Effort (GFE)

Company has made a good faith effort to recruit minority businesses in accordance with N.C. Gen. Stat. § 143-128.2 and represents that it has performed the following (**check all that apply; note that a minimum of fifty (50) points must be achieved**):

Examples of ways to satisfy requirements are given for each criterion below:

- ❑ 1. (10 points) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
 - *Provide a list of potential bidders with proof of acknowledged responses (i.e. quotes)*
 - *Provide confirmation of notification at least 10 days before bid date*
 - *Newspaper/trade ads do not qualify as GFE notification*

- ❑ 2. (10 points) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or provided these documents to them at least 10 days before the bids are due.
 - *Provide confirmation of notification at least 10 days before bid date*
 - *Include in the notice that plan specs are available in office/online (location/link) and at no cost to MWBEs*
 - *Newspaper/trade ads do not qualify as GFE notification*

- ❑ 3. (15 points) Broke down or combined elements of work into economically feasible units to facilitate minority participation.
 - *Provide confirmation of solicitation that include subcontracting opportunities (i.e. itemize or group trades such as flooring/trim or divide one sub does flooring and another sub does trim)*

- ❑ 4. (10 points) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
 - *Obtain letter or other documentation from one of these organizations indicating that you are working with them in the recruitment of minority businesses – NCMWBE Coordinators Network, The Institute, NCIEDI or HCAC.*
 - *A list of organizations can be found at www.raleighnc.gov/mwbe*

- ❑ 5. (10 points) Attended pre-bid meetings scheduled by the public owner.
 - **Attendance is recorded (make sure you sign-in)**

- ❑ 6. (20 points) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
 - **Include one of the following statements in solicitation to MWBEs as it applies:**
 - **Bonds are not required for this project**
 - **Bidder will assist in procuring bonds or insurance if necessary**

- ❑ 7. (15 points) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
 - **“MWBE Solicitation Form” is attached to the Explanation Affidavit A Form**
 - **Provide completed MWBE Solicitation Form to document the following:**
 - **Did not receive low quotes from MWBEs**
 - **Bidder accepted other low quotes from MWBEs**
 - **Written reasons for rejection of any low quotes from MWBEs**

- ❑ 8. (25 points) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.
 - **Indicate in solicitation the following are available: equipment, loan capital, lines of credit, or joint pay agreements for qualified MWBEs or any other needs.**
 - **Document recent history of doing joint pay agreements such as “in the recent past, we have done joint pay agreements (lines of credit, waiving of credit, etc.) with the following MWBEs (x company, y company, z company) and intend to offer the same on this project for qualified MWBEs”**
 - **Provide letter from vendor/supplier indicating that they will give the same pricing to MWBEs quoting to you as vendor/supplier gives directly to you**

- ❑ 9. (20 points) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
 - **Indicate in solicitation that opportunities to negotiate joint venture and partnership arrangements are available**

- ❑ 10. (20 points) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.
 - **Indicate in solicitation that quick pay agreements are available for certified MWBEs to include payment terms (i.e., Net 30).**
 - **Document recent history of doing quick pay agreements such as “in the recent past, we have done quick pay agreements with the following MWBE’s (x company, y company, z company) and intend to offer the same on this project for qualified MWBE’s”**

SOLICITATION FORM

Copy this Form as needed to document MWBE contacts.

The Bidder must make the required contacts no less than ten (10) Days before Bid Opening to receive credit for this Good Faith Effort. All contacts must be verifiable with supporting documentation reflecting the methods and content of the solicitation. All documentation must be submitted with this form.

A Bidder must submit this Solicitation Form within the time specified in the City Solicitation Documents. If no time period is specified in the City Solicitation Documents, the Bidder must submit this form within three (3) Business Days after the City requests it.

SECTION 1. PROJECT INFORMATION

Project Name			
Project Number		City Department	
Bidder		Number MWBEs Contacted	

SECTION 2. SOLICITATION INFORMATION
--

If “No” is checked for “Selected” below, the Bidder must document the reasons for rejecting each bid submitted by a MWBE on the Good Faith Negotiation Form.

MWBE FIRM		CONTACT PERSON	
SCOPE OF WORK			
INITIAL CONTACT	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
FOLLOW-UP	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
RESPONSE	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
SELECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

MWBE FIRM		CONTACT PERSON	
SCOPE OF WORK			
INITIAL CONTACT	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
FOLLOW-UP	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
RESPONSE	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
SELECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

MWBE FIRM		CONTACT PERSON	
SCOPE OF WORK			
INITIAL CONTACT	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
FOLLOW-UP	DATE: ___/___/20__	METHOD (select all used):	<input type="checkbox"/> Email <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> In-Person <input type="checkbox"/> Mail
RESPONSE	<input type="checkbox"/> No Response	<input type="checkbox"/> Not Bidding	<input type="checkbox"/> Bidding (\$_____) <input type="checkbox"/> Other (Explain)
SELECTED	<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain)	

NORTH CAROLINA
WAKE COUNTY

CONTRACT FOR CONSTRUCTION/REPAIR

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

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

WITNESSETH:

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

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

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

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

1. Description of Work

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

-

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

-

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

2. General Obligations of the Contractor

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

3. Time of Commencement and Completion

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

4. Workmanship and Quality of Services/Warranties

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

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

5. Compensation

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

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

6. Retainage

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

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

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

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

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

7. Notices

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

City of Raleigh

Attn:
Title:
Address 1: P.O. Box 590
Address 2: Raleigh, NC 27602
Telephone:
E-mail:

Contractor

Attn:
Title:
Address 1:
Address 2:
Telephone:
E-mail:

8. Non-Discrimination

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

9. Minority and Women Owned Business Enterprise

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

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

10. Assignment

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

11. Applicable Law

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

12. Insurance

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

12.1. Workers' Compensation Insurance:

Limits:

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

12.2. Commercial General Liability:

Limits:

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

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

12.3. Commercial Automobile Liability:

Limits:

\$1,000,000 combined single limit.

12.4. Additional Insured:

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

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

The Certificate Holder address should read:

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

12.5. Builders Risk Coverage:

Limits:

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

12.6. Policy Form:

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

12.7. Named Insured:

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

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

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

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

13. Surety Bonds

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

14. Indemnity

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

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

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

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

14.5. Definitions:

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

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

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

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

15. Communications

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

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

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

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

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

15.1. Communications Plan Approval:

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

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

15.2. Accessibility Requirements:

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

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

15.2.1. Using proper headings and lists

15.2.2. Using unique links

15.2.3. Using alternative text and captions

15.2.4. Using more white space

15.2.5. Dividing content into more manageable pieces

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

15.2.7. Providing a logical reading order

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

15.2.9. Offering keyboard access

15.2.10. Offering content in multiple formats

15.2.11. Understanding minimum contrast

15.3. Languages:

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

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

15.4. Content:

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

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

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

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

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

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

16. Advertising

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

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

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

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

18. Force Majeure

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

19. Termination

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

20. Laws/Safety Standards

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

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

20.4.2. Environmental Protection:

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

20.4.3. Employee Education and Training:

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

21. Applicability of North Carolina Public Records Law

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

22. Miscellaneous

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

23. Right of Audit and Examination of Records

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

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

24. Incorporation of Documents/Complete Agreement

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

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

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

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

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

25. E – Verify

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

26. Iran Divestment Act Certification

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

27. Companies Boycotting Israel Divestment Act Certification

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

The remainder of this page is left blank intentionally.

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

CONTRACTOR:

CITY:

CITY OF RALEIGH
a North Carolina municipal corporation

By:

By:

_____(SEAL)
Signature

Signature

Name

Name

Title

Choose an item.

Title

Choose an item.

Department

Date of Signature

Date of Signature

ATTEST:

ATTEST:

Signature

_____(SEAL)
City Clerk (or designee)

Name

Title

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

Chief Financial Officer (or designee)

City of Raleigh Contract ID Number xxxxxxxxxxxx

GENERAL CONDITIONS

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1. DEFINITIONS OF TERMS

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

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

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

"Authorization Request" shall mean the final action in approving a cost event. It may result in a change in the project's contingency, which is included in the contract amount.

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

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

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

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

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

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

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

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

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

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

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

"City" shall mean City of Raleigh.

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

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

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

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

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

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

"Owner" shall mean City of Raleigh.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. APPLICABLE REQUIREMENTS

The Work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the City, State, or Federal agencies. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and regulations shall prevail. If the Contractor performs any Work contrary to such codes, laws, or regulations he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.

3. CONTRACT SECURITY

The Contractor shall furnish a Contract Performance Bond and a Payment Bond, each equal to one hundred percent (100%) of the Contract Price if the base bid price exceeds \$300,000. However, the

City may impose this requirement on any contract in excess of \$30,000. Bonds given shall meet the requirements of the law of the State of North Carolina including but not limited to G.S. 143-129 and G.S. 44A-26. The surety on each Bond shall be a surety company satisfactory to the City and duly authorized to do business in the State of North Carolina.

4. NOTICE AND SERVICE THEREOF

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

5. INTENT OF DRAWINGS AND SPECIFICATIONS

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

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

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

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

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

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

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

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

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

6. PRESENT DOCUMENTS GOVERN

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

7. CONTRACTOR'S SHOP DRAWINGS

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

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

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

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

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

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

The Contractor shall furnish the Designer at least six (6) hard copies of all Shop Drawings for approval. Shop drawings may also be electronically submitted for approval utilizing construction/project management software. Either the Designer or the Contractor shall be the license holder of the software, house the software program on its server, and provide access to the City via a secured password and username. The Designer shall review required submittals promptly, noting desired corrections, if any, and retaining three (3) copies for his use. The remaining copies will be returned to the Contractor by the Designer for his use not later than twenty-one (21) days from the date of the receipt for multiple

disciplines or fourteen (14) days from the date of receipt for single discipline. The Contractor shall furnish the required submittals with sufficient information and accuracy in order to obtain required approval of any item with no more than three submittals. Designer will record time beyond the initial three submittals for reviewing subsequent submittals of shop drawings, samples, or other items requiring approval and the Contractor shall reimburse the Owner for the charges for such time accrued by the Designer. The Contractor shall also be responsible for any delays to the project's schedule resulting from additional reviews.

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

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

8. INSTRUCTIONS, CHANGES, ETC.

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

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

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

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

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

9. EXAMINATION OF WORK BY CONTRACTOR

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

The Contractor shall, in good Workmanlike manner, do and perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications

and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary Works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage, which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

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

10. MATERIALS, SERVICES AND FACILITIES

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

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

Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product that has in any way become unfit for the intended purpose shall be incorporated into the Work.

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

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

11. "OR EQUAL" CLAUSE

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

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

12. TESTING OF MATERIALS

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

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

13. INSPECTION OF WORK

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

All Work shall be inspected by the Designer or the Owner's Consultants prior to being covered by the Contractor. The Contractor shall give a minimum of two weeks' notice unless otherwise agreed to by all parties. Not less than 48 hours prior to inspection or testing, the Contractor shall coordinate said events with the Designer, Owner, and/or respective parties. If inspection fails after the first re-inspection, all costs associated with additional re-inspections, including travel, per diem, etc. for the Designer or his authorized representative, shall be borne by the Contractor.

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

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

14. AUTHORITY OF THE DESIGNER OF RECORD

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

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

15. PROHIBITED INTERESTS

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

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

All materials and equipment furnished and all Work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or Work shall be removed immediately. If rejected materials, equipment, or Work is not removed within forty-eight hours from the date of letter of notification, the Designer shall have the right and authority to stop the Contractor and his Work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or Work at the cost and expense of the Contractor. All rejected materials, equipment, or Work shall be replaced with other material, equipment, or Work that conforms with the Drawings and Specifications at no additional cost to the City.

Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective Work shall be made good regardless of whether such Work, material, or equipment has been previously inspected by the Designer and accepted or estimated for payment. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, nor the Designer shall relieve the Contractor from responsibility for negligence or faulty material or Workmanship or failure to comply with the drawings and Specifications. The failure of the Designer to condemn improper materials or Workmanship shall not be considered as a waiver of any defect, which may be discovered later, or for Work actually defective. All Work, material, and/or equipment shall be guaranteed against defects for a period of one (1) year after final acceptance of the work performed.

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

17. ROYALTIES AND PATENTS

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

of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

18. CONTRACTOR'S PERSONNEL

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

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

19. LINES, GRADES AND MEASUREMENTS

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

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

20. PERMITS, LICENSES, AND IMPACT FEES

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

21. LAWS AND REGULATIONS

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

22. SUBCONTRACTING

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

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

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

23. ASSIGNMENTS

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

24. INSURANCE REQUIREMENTS

Please see the City of Raleigh Form of Contract and Supplemental Conditions for the insurance requirements.

25. LAND AND RIGHTS-OF-WAY

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

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

26. PROTECTION OF WORK, PROPERTY AND PERSONS

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

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures

and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall provide continuously sufficient illumination at all barricades and at protective barriers around excavations so that the public is adequately warned of such hazards. The Contractor shall, where necessary, provide and maintain access to and from all adjacent properties as directed by the plans and Specifications, or the Designer, or the Owner's Representative, for street rights of way, along the line of his Work. He shall abide by the Manual on Uniform Traffic Control Devices (MUTCD) for any street closures or traffic control.

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

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

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

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

Please see the City's Form of Contract and the Supplemental Conditions for additional safety requirements.

27. PRIOR USE BY CITY

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

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

28. CLEANING UP AND SITE ACCESS

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

Delivery of construction materials and equipment shall be only from locations approved by the City.

29. DISPOSAL OF WASTE MATERIALS FROM ANY CONSTRUCTION

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

30. CHANGES IN THE WORK

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

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

Quotation Form for Cost Change Proposal

Project:

Brief Description of Change:

1.	Products (itemized breakdown attached)	\$ _____	1
2.	Rental of Equipment (list separately)*	\$ _____	2
	TOTAL of 1 + 2	\$ _____	A
3.	Labor (itemized breakdown)	\$ _____	3
4.	Insurance (Worker's Compensation, Social Security, or as otherwise required or specified): % [Capped at 30%]	\$ _____	4
	TOTAL (A) + 3 + 4	\$ _____	B
5.	Overhead and Profit {15% of Total (B)}**	\$ _____	5
	TOTAL (B) + 5	\$ _____	C

6.	Sales Taxes on Total (A)	\$ _____	6
	TOTAL of (C) +6	\$ _____	D
7.	Subcontracted Work (if applicable in a similar breakdown (through total (D). Profit and overhead allowance is 15%)	\$ _____	7
8.	Prime Contractor's overhead and profit on item 7 sub-contractors' bids (5%)***	\$ _____	8
	TOTAL of 7 + 8	\$ _____	E
	TOTAL of (D) + (E)	\$ _____	F
9.	Performance/Payment Bonds on total (F)	\$ _____	9

Extension of time requested: _____ calendar days

Notes:

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

Where the extra Work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and the City, the value of the change shall be computed by application of unit prices based on quantities, estimate or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by more than 100%. In such cases, either party may elect to negotiate a new unit price, based on actual costs, or apply the unit prices in the original bid/proposal.

31. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the City, the amount specified herein or in the Supplemental Conditions, not as a penalty, but as liquidated damages.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of

another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in that area of the Work.

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

Time of completion and liquidated damages are stated in the Supplemental General Conditions and other contract documents.

32. TIME EXTENSIONS

If the contract is delayed at any time in the progress of his Work, solely by an act or negligence of the Owner, Designer, or by any employee of either; by any separate Contractor employed by the Owner; by changes ordered in the Work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the Work is performed; by unavoidable casualties; by any causes beyond the Contractor's control; or by any other causes which the Designer and Owner determine may justify the delay, then the contract time may be extended by change order only for the time which the Designer and Owner may determine is reasonable.

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

For the purposes of this contract bad weather days are defined as follows:

- a. Days on which precipitation exceeds 0.10 inch.
- b. Days on which the temperature fails to exceed 40 degrees F average.

(A day, which qualifies on criteria for both precipitation and temperature, shall be counted as one day.)

B. Bad weather working days included:

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

c. If the total accumulated number of working days lost to bad weather exceeds the total number tabulated above time for completion will be extended by the difference. Time of completion will not be adjusted for actual bad weather days which total less than the number included in the tabulation, or not requested within the 10 days of occurrence.

For the purposes of determining the extent of a delay attributable to unusual weather phenomena, please see the Supplemental Conditions, which define the maximum number of days by month that can be considered "bad weather" days. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any Contractor claim for compensable damages is limited to delays caused solely by the Owner or its agents. Contractor caused delays shall be accounted for before Owner or Designer caused delays in the case of concurrent delays.

No weather delays shall be considered after the building has been dried in unless Work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. This determination can only be made in consultation with the Designer and Owner.

33. PAYMENTS TO CONTRACTOR

Cost Breakdown - The Contractor shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials. The Contractor shall use the AIA G702 & G703 Forms for cost breakdown and all payment requests.

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

- a. Total of the contract including change orders or approved authorization requests.
- b. Value of Work completed to date.
- c. Less 5% Retainage (see additional clarification in this section).
- d. Less previous payments.
- e. Current amount due.
- f. WMBE payment tracking report (enter 0 if no activity)
- g. The Contractor shall provide a sales tax statement certifying the amount of sales taxes paid for the Work provided under the contract. Manufacturers are not exempt from paying North Carolina sales taxes for providing an item directly to the City of Raleigh. If you have any questions about the sales tax requirements for the state of North Carolina, please contact the North Carolina Department of Revenue at (919)707-0880.

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

In accordance with G.S. 143-134.1(b1), no retainage on periodic or final payments made by the Owner or Contractor shall be allowed on public construction contracts in which the total project costs are less than one hundred thousand dollars (\$100,000). When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor, if the Contractor continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by the designer or Owner has been corrected and accepted by the designer or Owner. If the Owner determines that the Contractor's performance is unsatisfactory, the Owner may reinstate retainage.

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

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

34. PAYMENTS WITHHELD

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

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

d. Evidence that subcontractors have not been paid.

35. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

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

The Contractor shall submit updated schedules at each monthly meeting or at the request of the Designer or Owner. If any activities are behind schedule, the Contractor must indicate in writing what measures will be taken to bring each activity back on schedule and to ensure that the contract completion date is not exceeded. A plan of action and recovery schedule shall be developed and submitted to the Designer when: (1) the Contractor's report indicates delays, that are in the opinion of the Designer or Owner, of sufficient magnitude that the Contractor's ability to complete the Work by the scheduled completion date is brought into question; or (2) the updated construction schedule is thirty (30) days behind the planned or baseline schedule and no legitimate time extensions are in process or have been approved; or (3) the Contractor desires to make changes in the logic (sequencing of Work) or the planned

duration of future activities of the CPM schedule which, in the opinion of the Designer or Owner, are of a major nature. The plan of action, when requested by the Designer or Owner, shall be submitted to the Designer and Owner, within five calendar (5) days of the request. The recovery schedule, when required, shall be submitted to the Designer and Owner, within five (5) calendar days of the request.

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

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

36. CITY'S RIGHT TO TERMINATE

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

37. FINAL ACCEPTANCE OF WORK AND FINAL PAYMENT

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

- A. Final Inspection: Upon notice from the Contractor that his Work is completed, the Designer and Owner shall make a final inspection of the Work, and shall notify the Contractor of all instances where his Work fails to comply with the Drawings and Specifications, as well as any defects he may discover. Deficiencies shall be recorded on a "punch list" and the Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.
- B. Final Payment: When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price, cost events, and change orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final clean up. The final payment may not be processed until the Designer has certified that the project has been completed in accordance with the contract Specifications and drawings

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

All claims for final payment must be submitted within 60 days after the Work has been completed and accepted by the City. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the City of Raleigh.

38. GUARANTEE, WARRANTIES, AND CORRECTION OF WORK

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

39. CONTRACTOR EVALUATION

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

SUPPLEMENTAL GENERAL CONDITIONS

SCOPE

Furnish, erect, and maintain temporary facilities and perform temporary work required in the performance of this Contract, including those shown and specified.

USE OF TEMPORARY FACILITIES

(Contractor's option provided OSHA requirements and City Code Requirements are met)

Contractor may be required by the City to provide and maintain a suitable temporary office on the site for his own use and for the use of representatives of the City.

MAINTENANCE AND REMOVAL

(Contractor's option provided OSHA requirements and City Code Requirements are met)

- A. Utilities and Furnishings: Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use.
- B. Location and Removal: Temporary offices and other structures shall be located where approved by City, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the City. They shall remain the property of the Contractor.

FIELD OFFICES

(Contractor's option provided OSHA requirements and City Code Requirements are met)

Contractor and his Subcontractors shall provide such additional offices, storage shanties, tool sheds and other temporary buildings as required for their own use and those employed on the Work. Any materials stored outside of these storage buildings or vehicles shall be inside a fenced and locked space constructed for temporary storage.

TOILET AND WASHING FACILITIES

(Contractor's option provided OSHA requirements and City Code Requirements are met)

- A. Toilet Building: Contractor may be required by the City, at the beginning of work, to provide on premises suitable and adequate temporary toilets and enclosure for use of workers on the job; maintain same in sanitary condition; remove same at completion of building operations and/or when directed.
- B. Sanitary Regulations: Do not allow any sanitary nuisances to be committed in or about work, enforce sanitary regulations of local and State Health Authorities.

UTILITIES DURING CONSTRUCTION

- A. Utilities: Contractor shall furnish all utilities and pay for all utility bills used during construction. Utilities shall include electric power or fuel of any sort used for heating, etc., and water.
- B. Connections to Utilities: Contractor shall provide all temporary connections to utilities when not provided by utility company or others.

TELEPHONE

(Contractor's option provided OSHA requirements and City Code Requirements are met)

Contractor shall, if required by the City, install and maintain at his own expense, a job telephone for duration of the Contract.

TEMPORARY HEAT

The Contractor shall provide at his own expense temporary heat as necessary to protect all work and materials against injury from dampness and cold. Fuel, equipment and method of heating shall not present a fire hazard and shall be satisfactory to the City. See requirements in detail Specifications for temperatures to be maintained for application of work under the various trades.

ON PROJECT LABOR FORCE

The Contractor shall, at his own expense, provide the employees on the job with identifiable uniforms, name tags or other identification to indicate the name of the firm for which the employee is working while on the project.

SITE CONDITIONS

The Contractor shall provide a safe site work area at all times. Any holes are to be properly protected from access by children or others when the workers are not on the job site. All areas of potential hazard shall be fenced, barricaded, or appropriately marked with other devices to insure adequate notice is provided to the facility users of potential danger. All equipment shall be locked or otherwise protected to prevent the equipment from being started by people other than the work force when the job site is vacated. All hazardous materials shall be kept under lock while on the job site except when in use. The storage of all such hazardous materials shall be in a protected area and the materials stored shall be properly posted on the trailer, fence, or other device used to secure the materials.

The Contractor shall be responsible for the safe condition of the site from the initiation of work until final inspection of the project. During the time period of the project all materials, equipment, tools and other items brought to the site shall be secured if not installed, kept in neat orderly, safe stacks or piles, fenced or properly marked with warning tape or other manner to prevent users of the facilities from harm or injury. The Contractor shall not leave any excavation, hole, or pit on the project unsecured. All holes, excavations, or pits shall be covered, fenced or adequately protected and secured to prevent children or others from accessing them.

CONTRACTOR RESPONSIBILITY

The Contractor shall provide to the City a Project Schedule Timeline containing a break down of all the major work elements and when they will be installed. This shall be provided to the City prior to commencing work.

The Contractor shall be responsible for all layout work needed to properly execute this project.

The Contractor shall be responsible for all permits, testing, layout, and inspections required prior to the release of the project to the City. The Contractor shall provide proof of testing to the City of those areas identified to be tested or specifically requested to be tested in the specifications.

PRODUCT INFORMATION/SHOP DRAWINGS:

The Contractor shall provide shop drawings or manufacturer product reference information for all equipment.

CHANGES/ADDENDA:

The Contractor shall submit any addenda and interpretation questions to the Owner prior to making the changes in the work. The submittal shall contain any explanation needed or description of the

item in question. The submittal shall also include any price changes either credits or debits. The submittal shall also contain any time delays related to the item or items in question.

PROJECT TIME & DAMAGES:

Time of Completion and Liquidated Damages:

The Contractor shall commence work to be performed under this agreement on a date to be specified in writing from the City and shall fully complete all work hereunder within the allotted Consecutive Calendar Days indicated on the bid form from the said date. For each day in excess of the contract number of days, the contractor shall pay the owner the sum in accordance with the schedule provided below as liquidated damages (per day) reasonably estimated and agreed upon with the signing of the contract. The liquidated damages are to cover any losses incurred by the Owner by reason of the failure of the Contractor to complete the work within the time specified such time being the essence of this contract and a material consideration thereof.

Time Delay and Extensions:

The Contractor shall notify his surety in writing of any granted extensions of the Contract Time.

No claim shall be allowed because of the failure to furnish drawings or instructions until fifteen (15) days after written request for such drawings or instructions is made, and not then unless such claim is reasonable. Such action does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

Any request for extension of time shall be made within ten (10) days following the occurrence of the cause for the delay and shall be in writing to the City; otherwise, any claim shall be waived. In case of a continuing delay, only one claim is necessary. When such request for extension is made, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.

Bad Weather Allowance for Time in the Contract:

- A. The time for completion as stated above includes an allowance for bad weather days based on climatological data and is adjusted to reflect the number of working days per month, which would be affected. For the purposes of this contract bad weather days are defined as follows:

- 1. Days on which precipitation exceeds 0.10 inch.
- 2. Days on which the temperature fails to exceed 40 degrees F average.

(A day, which qualifies on criteria for both precipitation and temperature, shall be counted as one day.)

- B. Bad weather working days included:

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

- C. If the total accumulated number of working days lost to bad weather exceeds the total number tabulated above time for completion will be extended by the difference. Time of completion will not be adjusted for actual bad weather days which total less than the number included in the tabulation, or not requested within the 10 days of occurrence.

- D. The bad weather days and any time extension shall be based on the "Local Climatological Data Sheets" compiled and published by the National Weather Center at Raleigh-Durham Airport and on daily weather logs kept on the job by the Contractor reflecting the effect of the weather on

progress of the work at the site. All data supporting a request for extension of time shall be supplied by the General Contractor or the project expediter assigned to the project.

- E. The City shall be the judge as to division of responsibility between the several contractors and shall apportion the amount of liquidated damages to be paid by each of them according to delay caused by any or all of them. This will relate to the construction schedules filed for the project by each contractor.

Failure or Delay in Completing Work on Time:

Time is an essential element of the Contract, and any delay in the prosecution of the work may inconvenience the public or interfere with the daily operations of the department and demand additional time for supervision. For this reason, it is important that the work be pressed vigorously to completion. Should the Contractor fail to complete the work within the time stipulated in the contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

SCHEDULE OF DEDUCTIONS FOR EACH DAY OF OVERRUN IN CONTRACT TIME

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE
FROM	TO	CALENDAR DAY
\$0	\$25,000	\$250
25,001	50,000	300
50,001	100,000	350
100,001	500,000	450
500,001	1,000,000	550
1,000,001	2,000,000	700
2,000,001+		850

A. Liquidated Damages:

The amount of such damages is hereby agreed upon as fixed liquidated damages due the City after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the City, and the public as a result of the failure on the part of the Contractor to complete the Work on time.

B. Application of Damages:

Liquidated damages shall start in accordance with the above schedule upon notification to the Contractor in writing that the apparent Contract Time has been consumed.

1. Deduction from Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic payments, such deductions shall be in addition to the retainage provided for the Contract.
2. Deduction from Final Payment: The full amount of liquidated damages will be deducted from the final payment to the Contractor and /or his Surety.
3. No liquidated damages charged for delay by the City: In case of default of the Contract and the subsequent completion of the Work by the City as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of the Work by the City due

to any unreasonable action, negligence, omission or delay of the City. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

The Contractor shall be liable for and shall pay to the City the above stated amount as fixed, agreed and liquidated damages for each day beyond the designated completion date until the project is completed and accepted.

SPECIFICATIONS AND NON-CONFORMING WORK:

The Contractor shall follow the procedures outlined in the specification, manufacturer's technical data, or industry standards to provide a complete and proper finished product. Failure to do so in the view of the owner shall require the Contractor to remove the substandard work at no cost to the City and redo the work until it meets the above stated requirements.

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

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

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

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

SECTION 01100
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental General Conditions and other Specification Sections apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
- B. Related Sections include the following:
1. Section 02790 "Tennis Court Resurfacing and Patching"

1.3 WORK COVERED BY CONTRACT DOCUMENTS

Project Identification: **Tennis Court Repair and Resurfacing at Fred Fletcher Park, Green Road Park, Millbrook Park, and Lake Lynn Park**

- A. Project Locations:
1. Fred Fletcher Park Tennis Courts (820 Clay St, Raleigh, NC 27605), then Green Road Park Tennis Court (4201 Green Road, Raleigh, NC 27604) then Millbrook Tennis Courts (1905 Spring Forest Rd, Raleigh, NC 27615), then Lake Lynn Tennis Court (7921 Ray Rd, Raleigh, NC 27613). **Tennis court resurfacing will include a total of twenty-three (24) Tennis courts.**
- B. Owner: City of Raleigh Tennis Center
1. Owner's Representative: David Bell, Tennis Program Director
Millbrook Exchange Tennis Center
1905B Spring Forest Rd.
Raleigh, NC 27615
Phone (919)996-4129
- C. The Work consists of the following:
1. Removal of all loose, peeling, blistering surface material due to moisture intrusion. Removal of all debris and plant material from the courts. Treatment of all vegetation in the cracks and at the edge of the courts with "Round-Up" or equivalent.
 2. Flood entire court surface to locate and mark birdbaths to be repaired.

3. Repair of cracks, dings, or depressions with patching material. Application of two coats of acrylic resurfacer applied at the manufacturer's recommended rate and consistency. Deep cracks in the courts shall be ground open, patch material applied, and leveled prior to color applications.
4. Application of two coats of color resurfacer following manufacturer's directions and application rates. Layout and taping of the lines (in accordance with USTA requirements) and painting 2 inch wide lines with line paint conforming to USTA specifications, one coat.
5. Clean, sand and paint the net posts with black Rustoleum Paint.
6. Layout, taping of the lines and painting 2 inch wide lines with line paint carefully laid out in accordance with ASBA and USTA guidelines for singles, doubles, and Quick start.

The courts shall have a blue playing surface with green borders to match US Open court colors. Lines are to be white and quick start lines per national.

- D. Work should begin around April 2024 and all courts completed by November 2024 (210 calendar days), including the alternate courts. Detail schedule of work will be discussing on the pre-construction meeting. Contractor must provide a complete schedule at the pre-bid meeting.
- E. Project will be constructed under a single prime contract.

1.4 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Owner Occupancy: Allow for Owner occupancy of Project site and no use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 02790
TENNIS COURT SURFACING

PART 1 GENERAL

1.1 SUMMARY

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

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections apply to this Section

1.3 REFERENCE STANDARDS

- A. National Asphalt Paving Association (NAPA)
- B. United States Tennis Association (USTA)
- C. International Tennis Federation (ITF)
- D. American Sport Builders Association (ASBA)

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's specifications for components, color chart, installation instructions, ITF classification certificate for the system to be installed and all current Material Safety Data Sheets (MSDS).
- B. Samples: Submit manufacturer's color samples of color coating.
- C. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- D. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt tennis court surface color coating system projects, including project name, location and date of application.
- E. Applicator's Certification: Submit an Authorized Applicator certificate from the surface system manufacturer.
- F. Applicators' Project References: Submit a reference list successfully completed from the installer of at least five (5) projects of similar scope done in each of the past three (3) years, including project name, location, type and quantity of color coating system applied and date of application.
- G. Warranty Documentation: Submit manufacturer's standard warranty.

- H. Product substitution: If other than the product specified, the contractor shall submit at least five days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owner's representative's satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF Category 3 Medium pace rating. Under no circumstances will systems from multiple manufacturers be considered.

1.5 QUALITY ASSURANCE

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

1.6 MATERIAL HANDLING AND STORAGE

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

1.7 GUARANTEE

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

1.8 INSTALLER QUALIFICATIONS

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

1.9 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a Category 3 Medium pace surface.

PART 2 PRODUCTS

2.1 MANUFACTURERS

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

2.2 MATERIALS

- A. Patching Mix (California Court Patch Binder, or approved equal) - for use in patching cracks, holes, depressions and other surface imperfections.
- B. Crack Filler (Plexipave Crack Filler, or approved equal) - for use in filling fine cracks.
- C. Crack Repair System (Guardian Crack Repair system, or approved equal) – Install crack repair system over existing structural cracks.
- D. Acrylic Filler Course (California Acrylic Resurfacer, or approved equal) – for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at

the job site.

- E. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base, or approved equal) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture.

**Factory Fortified Plexipave may be used as an alternative material.*

- F. Line Paint (California Line Paint, or approved equal) – for use as the line marking on the court surface.

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

2.3 MATERIAL SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EXAMINATION

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

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3.2 AMBIENT CONDITIONS

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

3.3 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt tennis court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. The contractor shall sand, scrape and/or power wash the entire court surface to remove dirt, stains, debris, mildew, loose surfacing material and other materials that may impact adhesion to the acrylic coatings.
- D. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Any areas previously showing algae growth shall be treated with Oxi-Court or approved product to neutralize organisms and then be properly rinsed. Pressure washing will be necessary to adequately clean areas to be coated.
- E. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner's representative, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications. Install polyester fabric over existing structural cracks and 1' to 3' beyond existing crack.
- F. Dead spots: Any areas deemed as dead spots shall be cut and cleaned out, filled in with a heavy sand mixture and covered again with polyester fabric.
- G. Depression: Depressions with standing water deeper than 1/16th of an inch shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas with standing water deeper than 1/16th of an inch. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry.

completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain workability. Allow to dry thoroughly and cure.

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

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

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

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

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

2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
 3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.
- I. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.4 APPLICATION OF SOFT POLYESTER FABRIC PATCHES

- A. Apply a film of the cold (liquid) applied bitumen adhesive to the surface, in accordance with the manufacturer's recommendations.
- B. Embed the soft polyester fabric into the adhesive using a brush or broom and enough pressure to force the adhesive through the mesh openings and around the fabric strands.
- C. Apply the fabric uniformly to the surface, avoiding over-stretching, bridging or "fishmouths".
- D. Apply a final coat of the cold (liquid) applied bitumen adhesive to the surface, in accordance with the manufacturer's recommendations, ensuring that no fabric weave is visible
- E. Substitution: Acrylic resurfacer may be used in place of the cold (liquid) applied bitumen adhesive to install the soft polyester fabric. This acrylic resurfacer must be manufactured by the same manufacturer of the chosen surface system for the project, i.e., Plexipave System.

3.4 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

- F. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.

- G. Mix materials in accordance with manufacturer's instructions.
- H. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the owner's representative's approval, prior to applying any finish surface material.
- I. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons
- J. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.
- K. A total of two (2) applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.

3.5 LINE PAINTING

- A. All lines shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines for singles, doubles, and QuickStart. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sf./gal. (3/4 gal. per tennis court).
- B. Apply a minimum of one (1) coat of line paint in accordance with manufacturer's instructions.
- C. All courts shall have 60-foot QuickStart lines and every other court shall have blended 36/60 foot QuickStart lines.

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3.6 PROTECTION

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

3.7 CLEAN UP

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