

INVITATION FOR BIDS

TOWN OF KNIGHTDALE

950 Steeple Square
Knightdale, NC 27545
(919) 217-2200

ADVERTISEMENT DATE: 09/24/2024
TITLE: Poplar Street Drainage Improvements
IFB#: 25-20240924
ISSUING DEPARTMENT: Public Works

All inquiries for information concerning instructions to the bidder, bid submission requirements, or procurement procedures shall be directed to:

Michelle Arnold, Business Analyst
(919) 217-2214
michelle.arnold@knightdalenc.gov

All inquiries for information concerning scope of work or project specifications shall be directed to:

Phillip Bunton, Director of Public Works
(919) 217-2250
phillip.bunton@knightdalenc.gov

This project will help to eliminate regional flooding issues in the area. It will consist of stormwater infrastructure installation, curb and gutter installation, minor utility relocation (water services), driveway pan installation, and creation of an outfall dissipater.

Bids will be received by the Town of Knightdale at Town Hall until **1:00PM (EST Council Chambers Clock) on Wednesday, October 30, 2024**. Only sealed, hard copy bids will be accepted.

A pre-bid meeting will not be held for this project. Submit all questions via email no later than **5:00PM on Tuesday, October 8, 2024**. An addendum with questions and answers, if necessary, will be published on the Town's website by 5:00PM on Friday, October 11, 2024.

In compliance with this Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and service described in accordance with the attached signed bid.

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ADVERTISEMENT FOR BIDS

Location: Knightdale, North Carolina

Project: Poplar Street Drainage Improvements # 25-20240924

Sealed bids will be received by the Town of Knightdale, NC for stormwater infrastructure installation, curb and gutter installation, minor utility relocation (water services), driveway pan installation, and creation of an outfall dissipater.

Bids will be received by the Town of Knightdale, NC at Town Hall until **1:00PM (EST Council Chambers Clock), Wednesday, October 30, 2024**. The Town of Knightdale will tabulate and report the bid results to all interested parties. Clearly marked bids may be mailed or hand delivered to:

Town of Knightdale
Attn: Poplar Street Bid #25-20240924
950 Steeple Square Court
Knightdale, NC 27545

A pre-bid meeting will not be held for this project. Submit all questions via email no later than **5:00PM on Tuesday, October 8, 2024**. An addendum with questions and answers, if necessary, will be published on the Town's website by 5:00PM on Friday, October 11, 2024.

The project scope includes the following construction drawings and specifications, which may only be received electronically, via email request from phillip.bunton@knightdalenc.gov.

Attachment A: Poplar Street Unit Price Bid Schedule

Attachment B: Construction Drawings

The Town of Knightdale reserves the right to waive any informalities or minor defects, or reject any and all bids. This submittal request is neither a contractual offer or commitment to purchase services. The Town assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a bid by a respondent, the evaluation of bids, or final selection.

All Contractors must have proper licenses as required under the state laws governing their respective trades.

Bid Bond: Each proposal shall be accompanied by a cash deposit, a cashier's check or a certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount not less than five percent (5%) of the proposal; or in lieu thereof, a bidder may offer a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bond; conditioned that the surety will upon demand forth with make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond, and upon failure to forthwith make payment, the surety shall pay to the obligee an amount equal to the amount of said bond. The deposit shall be retained if the successful bidder fails to execute the contract within ten days (10) after notice of award or fails to give satisfactory surety required herein. **Bid Bonds should be sealed in a separate envelope, marked as such, and attached to the envelope containing the bidder's proposal.** Facsimile bid bonds will not be accepted.



PROPOSAL FORM

PROPOSAL FOR POPLAR STREET DRAINAGE IMPROVEMENTS # 25-20240924, IN THE TOWN OF KNIGHTDALE, NORTH CAROLINA

DATE: _____

TOWN COUNCIL
TOWN OF KNIGHTDALE
KNIGHTDALE, NORTH CAROLINA

BIDDER NAME: _____

We, the undersigned bidder, have received and carefully examined a complete set of the Bidding Documents and Specifications prepared by the Owner and have visited the job site to become familiar with all conditions and requirements of the work, and hereby agree to furnish all labor, materials, equipment, insurance, supervision, permits and abide by all local, state and federal codes, laws, rules, regulations and ordinances applicable to perform work described in these specifications and the requirements under them for the following sum to wit, and in submitting this Bid agree to the following:

1. To hold this Bid open for up to 60 days after the Date of Receipt of Bids.
2. To accept the provisions of the Instructions to Bidders.
3. To enter into and execute a Contract with the Town of Knightdale within 10 days, if awarded, based on this Bid as specified in the Instructions to Bidders and General Conditions.
4. To accomplish the Work in strict accordance with the Contract Documents; and
5. To complete the Work for this contract promptly from the Notice to Proceed. The Town reserves the right to extend the construction time for inclement weather or such reasons it judges as legitimate.

TOTAL BID – LUMP SUM (excludes NC tax, unit price bid schedule must also be submitted)

_____ **DOLLARS \$** _____

NUMBER of Calendar Workdays needed to complete the work: _____ (required)

The Town intends to award a single contract to the overall lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.



PROPOSAL SIGNATURE PAGE

FAILURE TO COMPLETE AND INCLUDE THE FOLLOWING WITH THE BID IS CONSIDERED A NON-RESPONSIVE BID AND THE BID MAY NOT BE CONSIDERED:

- _____ Proposal Form with prices written in ink or typed in.
- _____ Proposal Signature Page
- _____ Poplar Street Unit Price Bid Schedule
- _____ Bid Bond
- _____ Additional Bidder’s Certification
- _____ Addenda (if issued) – sign and include each Addendum signature page with the bid.

Bidder certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work nor will any official or employee of the Town of Knightdale be admitted to any share or part of this contract should an award be made to the undersigned.

This bid must be signed by a responsible officer for the bidding organization.

DATE

COMPANY NAME (as identified by the office of the Secretary of State of North Carolina)

TELEPHONE NUMBER

AUTHORIZED SIGNATURE (required)

EMAIL ADDRESS

PRINTED NAME

NC CONTRACTOR’S LICENSE NO.

ADDRESS (P.O. BOX)

CITY, STATE AND ZIPCODE



ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of 60 days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

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

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

Type of Business

The undersigned hereby represents that it is a (corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Firm Name: _____

Firm Type: _____

Authorized Signature: _____

Title: _____

Date: _____

Address of Firm: _____



BID BOND FORM

NORTH CAROLINA BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ as PRINCIPAL, and _____ as SURETY, who is duly licensed to act as corporate surety in North Carolina, are held and firmly bound unto the Town of Knightdale, North Carolina, a municipal corporation, as Obligee, in the penal sum _____ Dollars, as 5% Bid Bond, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20____. The condition of this obligation is such, that whereas, the said Principal is herewith submitting the attached proposal for the Poplar Street Drainage Improvements Project and the Principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143- 129, as amended.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bonds for the faithful performance thereof, and the payment of all sums due for labor and materials, within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give bonds as required by G.S. 143-29, as amended, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(ATTACH POWER OF ATTORNEY)

Name of Principal: _____

(IF APPLICABLE)

ATTEST:

By: _____
(Indicate Capacity)



By: _____
(Indicate Capacity)

(AFFIX CORPORATE SEAL IF APPLICABLE)

Name of Corporate Surety

By: _____
Attorney-in-Fact

INSTRUCTIONS TO CONTRACTORS

DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The Town may contract with various categories of legal entities; and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each:
 - a) If the contract is with an individual, that individual should sign the agreement exactly as his name is set out.
 - b) Execution on behalf of a corporation, authorized corporate officer must sign, with second officer signing to attest (which is second officer's verification of authority and signature authenticity), plus corporate seal affixed. The following are corporate officers allowed to sign for the corporation: president; vice-president; chairman; CEO; CFO; and Treasurer. The following officers are typically authorized to attest: secretary; vice president, trust officer; clerk to board; cashier (only for banks); and their assistants or deputies.
A sole corporate officer may sign, accompanied with a notary's acknowledgement, using the corporate acknowledgement form.
 - c) If the agreement is with a partnership (General Partnership or Limited Partnership), a general partner must sign and his/her/its signature must be notarized.
 - d) LLC - LLC "Manager" or "managing member" must sign with proper notary acknowledgement.
2. After signing the contract, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Contract package. Bonds are required by law on construction and repair contracts subject to formal bidding requirements (N.C.G.S. § 143-129 et seq. They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgement form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents. Bonds should not be dated. Bonds will be dated on or after the contract date by the Town.
4. The instrument should not be dated, except by the last person executing the contract, normally the Town Clerk
5. Non-discrimination provisions should be included with the contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.
6. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the Town.

North Carolina

SAMPLE

Wake County

**CONSTRUCTION OR PUBLIC WORKS CONTRACT FORM
TOWN OF KNIGHTDALE**

CONTRACT FOR: Poplar Street Drainage Improvements (hereinafter “Project”), as defined and set forth in detail in the “Invitation for Bids”, included as a part of the “Contract Documents”. The “Contract Documents” are further defined in Paragraph 14 herein. The Invitation for Bids is incorporated herein by reference and the description of the work is made a part of this Contract.

This Contract is made and entered into as of the ____ day of _____, 2024, by the Town of Knightdale (hereinafter “Town”) and _____ (hereinafter “Contractor”), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Sec. 1. Work. Contractor agrees to procure and furnish the labor, materials, equipment, and services necessary to complete the construction of the Project in accordance with the Contract Documents (as defined below). In this contract, “Work” means all construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Sec. 2. Standards for Work. Contractor and its personnel will perform the Work and exercise best efforts to cause the Project to be completed in an efficient, professional, orderly, and economical manner in accordance with generally accepted industry standards and without violating applicable law or any term or condition set forth in this Agreement. Contractor understands time is of the essence in this Project. All of Contractor’s Work will conform to the plans and specifications and description of materials set forth in the Contract Documents, and to all applicable building codes.

Sec. 3. Contract Times. The Work will commence no later than thirty (30) days after an executed original of this contract. The day Work Commences will be noted by the Contractor and the Town. Contractor agrees to achieve Substantial Completion (as defined herein) within one hundred twenty (120) days after the Commencement Day of the Work. Final Completion (as defined herein) will be achieved as expeditiously as reasonably practicable after Substantial Completion. As used herein: (a) “Substantial Completion” means the date on which the Work is sufficiently complete in accordance with the Contract Documents so that the Town can occupy and use the Work for its intended purposes; provided, however, that Substantial Completion will be deemed achieved no later than the date a temporary certificate of occupancy is obtained from the applicable governmental authority; and (b) “Final Completion” is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any punch list work.

Sec. 4. Contract Price. The price to be paid by the Town to the Contractor for the construction provided in this contract is:

A lump sum of \$ _____.

As used herein, "Cost of Work" mean the actual and documented costs necessarily incurred by the Contractor in the proper performance of the Work, including, without limitation: (i) labor costs, including wages of construction workers directly employed by Contractor to perform the construction of the Work; (ii) billing rates of Contractor's supervisory and administrative personnel engaged in the performance of the Work as set forth in the Proposal; (iii) subcontractor costs, being payments made by Contractor to subcontractors in accordance with the written requirements of any subcontracts; (iv) costs of materials, supplies and equipment, including rental equipment, incorporated or used in the Work; (v) building permits, tap fees, facility and capacity depletion fees; and (vi) costs due to emergencies incurred and actions taken to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

Sec. 5. Payment Terms. By the 20th day of each month during performance of the Work, Contractor will submit to the Town's project manager an application for progress payments based on the Work performed as of the date of such application. The Town's project manager prior to submitting the application to the Finance Department will verify the charges for quantities of work completed or services performed. If the Contractor's fee is a fixed amount, the amount of such fee to be included in the application will be proportional to the percentage of the Work completed, less payments previously made on account of such fee. For each progress payment made prior to Substantial Completion of the Work, the Town may withhold five percent (5%) as retainage. Upon Substantial Completion, Contractor will submit to the Town's project manager an application for final payment, which application will include an accounting of any retainage and any deposit balance. Each application will be accompanied by all documentation required by the Contract Documents or otherwise requested by the Town.

Sec. 6. Subcontractors. Those portions of the Work that Contractor does not customarily perform with Contractor's own personnel will be performed under subcontracts. Contractor will be responsible for the management of the subcontractors in the performance of their portion of the Work. Contractor will promptly pay all bills for labor performed and materials provided by its subcontractors and by its suppliers in the construction of the improvements. CONTRACTOR WILL PROVIDE TOWN WITH CERTIFICATES OF PAYMENT TO ALL SUBCONTRACTORS BEFORE FINAL PAYMENT TO CONTRACTOR.

Sec. 7. Changes in the Work. The Town may request changes in the Work, provided any additions, deletions, alterations, or other modifications to the Work are generally within the scope of the Contract Documents. Such changes will only be made pursuant to a written change order signed by the Town and Contractor stating their agreement on the change and any adjustments in the date of Substantial Completion and the price to be paid by the Town to Contractor for the Work. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order. Construction change directives to unit priced contracts will be paid at the unit price and non-unit priced contracts will be paid at the contractor's cost plus the reasonable allowance for overhead and profit which shall be agreed to between the contractor and Town.

Sec. 8. Project Completion. Contractor will notify the Town when it believes Substantial Completion has been achieved. Within five (5) days of the Town’s receipt of such notice, the Town and Contractor will jointly inspect the Project to verify Substantial Completion and to specify on a punch list any items that have not been completed or which are defective. Contractor agrees to promptly complete or correct all items on the punch list and shall inform the Town when the punch list work is finished. Contractor understands that if Substantial Completion is not attained by the date provided in Sec. 3, the Town will suffer damages which are difficult to ascertain and quantify. Contractor agrees that if Substantial Completion is not attained by ten (10) days after the date provided in Sec. 3, Contractor will pay the Town five hundred dollars (\$500.00) as liquidated damages for each calendar day that Substantial Completion extends beyond such ten (10)-day period.

Sec. 9. Insurance; Bonds.

(a) Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence (\$5,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers’ Compensation and Employer’s Liability	Statutory Limits and must include \$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)

Upon acceptance of the contract by the Town the contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage.

The Town shall be named as an **additional insured** under the general liability and automobile liability policies required hereunder and the statement should read “Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate.” In the event the contractor fails to maintain and keep in force the insurance herein required, the Town reserves the right to cancel and terminate the contract without notice. For any claims related to the Contract Documents, Contractor’s insurance coverage will be primary and non-contributory to any insurance maintained by the Town.

(b) Contractor will provide the following performance bond and/or payment bond or other performance security:

Performance Bond: _____
Payment Bond: _____
Other Performance Security: _____

Sec. 10. Records. Contractor agrees to keep and maintain true, complete, and accurate books and records for the Work, including originals of all invoices and all other financial records, notices, requests, communications, or documents that Contractor receives in connection with the Work. Upon the Town's request at any time during the term of the contract and the twelve (12)-month period thereafter, Contractor promptly will make available to the Town all such books and records for examination. Contractor shall provide a Contractor Sales Tax Report when applicable or requested.

Sec. 11. Warranty. Contractor warrants that: (a) the materials furnished under this contract will be new and of good quality; and (b) the Work will conform to the plans and specifications therefor and will be free from defects in material and workmanship for a period of twelve (12) months from Final Completion. In the event of a non-conformity or defect in breach of the foregoing warranty, Contractor will make all necessary repairs and corrections to the Work. Repairs and corrections performed under warranty are also warranted for an additional twelve (12)-month period from the date of repair. The foregoing warranty is not exclusive and all other warranties and conditions, whether written, oral, express, implied or statutory (including without limitation any warranty of merchantability and/or fitness for particular purpose) apply to the Work. Manufacturer or vendor warranties or guarantees if any, on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned by Contractor to the Town. Contractor agrees to: (i) deliver to the Town all information and forms in its possession for such warranties or guarantees; (ii) take such steps as may be reasonably necessary to effectively pass through to the Town such warranties or guarantees.

Sec. 12. Performance of Work by Town. If the Contractor fails to perform the Work in accordance with the schedule referred to in Sec. 3 above, the Town may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 13. Termination.

(a) The Town may terminate this contract in whole or, from time to time, in part, for the Town's convenience or because of failure of the Contractor to fulfill the Contract obligations. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall – (1) Immediately discontinue all services affected (unless the notice directs otherwise);

- (b) If the termination is for the convenience of the Town, the Town shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- (c) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Town.
- (d) The rights and remedies of the Town provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Sec. 14. Contract Documents. The “Contract Documents” are comprised of the following and are included and incorporated herein by reference as if set out here in full:

- (a) This contract;
- (b) Advertisement for Bids;
- (c) Contractor’s Proposal dated _____;
- (d) Construction Drawings
- (e) General Conditions; and
- (f) Any written modifications, amendments, and change orders related to the above documents that are issued in accordance with the terms of this contract.

The Contract Documents constitute the entire agreement and understanding of the parties in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

Sec. 15. Notice.

- (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, electronic delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Phillip Bunton, Director Public Works
Town of Knightdale
950 Steeple Square Ct.
Knightdale, NC 27545
Phone Number: (919) 217-2259
Email: phillip.bunton@knightdalenc.gov

To the Contractor:

Attn: _____

Phone Number: _____
Email: _____

- (b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 16. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Knightdale, its agents, officers, and employees, from and against all Charges that arise in any manner from, in connection with, or out of: (a) this contract or the Work, to the extent proximately caused by the negligent acts, errors or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them; or (b) the failure of the Contractor, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Knightdale, its agents, officers, and employees with legal counsel reasonably acceptable to the Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of North Carolina law or federal law, including but not limited to, sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. Nothing in this section shall require the Contractor to defend the Town of Knightdale if the Contractor is a “design professional” as defined in N.C.G.S. § 22B-1(f)(4), or if this Contract includes “design professional services” as defined in N.C.G.S. § 22B-1(f)(6). This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 17. Miscellaneous.

- (a) **Choice of Law and Forum.** This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) **Performance of Government Functions:** Nothing contained in this contract shall be deemed or construed so as to in any way stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

- (d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (e) **Assignment, Successors and Assigns.** Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) **Compliance with Law.** In performing all of the Work or services contained herein, the Contractor and Contractors Employees shall comply with all applicable laws and regulations of the State of North Carolina pertaining to such Work or Services including Occupational Safety & Health laws. Contractor represents and warrants to the Town that it is duly licensed by the State of North Carolina and is authorized by such license to perform the Work and it has and will maintain all necessary licenses, certifications and registrations required in order to perform the Work.
- (g) **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.
- (h) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
 - 2. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- (i) **Drug-Free Workplace.** The Principal Officer of the Contractor's firm shall, upon request of the Town, provide a statement of proof indicating that a Drug-Free Workplace Program is in place and that where required by law, company drivers meet the DOT/CDL licensing requirements.
- (j) **No Third Party Right Created.** This contract is intended for the benefit of the Town and the Contractor and not any other person.
- (j) **Principles of Interpretation.** In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- (k) **Modifications.** A modification, or construction change directive of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Any



document which materially alters the terms and conditions contained herein, must be reviewed pursuant to the Town’s Contract Review Procedure.

Sec. 18. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Sec. 19. Attorney’s Fees. Should either party deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

IN WITNESS WHEREOF, the Town of Knightdale and the Contractor have caused this Contract to be executed under seal by their respective duly authorized agents or officers.

TOWN OF KNIGHTDALE:

CONTRACTOR:

By: _____
Authorized Town Official

By: _____
Authorized Company Official

ATTEST BY:

ATTEST BY (if corporate):

Town Clerk

Corporate Secretary

SEAL:

SEAL:

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

Town Finance Officer

Date



CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____ Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

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

My Commission Expires:

Notary Public

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I, _____ Notary Public do hereby certify that

_____ General Partner of _____,
personally appeared before me this day and acknowledged the execution, with proper authorization, of
the foregoing instrument, all in accordance with partnership instruments recorded in Book _____,
Page _____, in the _____ County Registry, and that the instrument is the act and deed of the
partnership.

This the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public for said State and County, do hereby certify

that _____ Manager of _____
personally appeared before me this day and acknowledged the execution of the foregoing instrument,
with proper authorization, on behalf of the company.

This the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)



PERFORMANCE BOND FOR CONTRACT

Bond No. _____

NOW ALL MEN BY THESE PRESENTS, that we, _____ the PRINCIPAL, hereinafter called Principal, and _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the Town of Knightdale, hereinafter called the Town, in the penal sum of \$ _____ DOLLARS (\$ _____), the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Town, numbered as shown above and hereto attached;

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Town, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of such modifications to the Surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-mentioned parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 20____. (To be dated by the Town)

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

By: _____
PRINCIPAL

ATTEST: _____
Indicate Capacity

Secretary: _____

(AFFIX CORPORATE SEAL IF APPLICABLE)



By: _____
Surety

Date: _____

ATTEST: _____
Indicate Capacity

STATE OF _____
COUNTY OF _____

Personally appeared before me the undersigned Notary Public _____ who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

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

Notary Public

My Commission Expires: (SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____ Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

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

My Commission Expires:

Notary Public

(SEAL)



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I, _____ Notary Public do hereby certify that

_____ General Partner of _____, personally appeared before me this day and acknowledged the execution, with proper authorization, of the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page _____, in the _____ County Registry, and that the instrument is the act and deed of the partnership.

This the _____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public for said State and County, do hereby certify

that _____ Manager of _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument, with proper authorization, on behalf of the company.

This the _____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)



PAYMENT BOND FOR CONTRACT

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, the PRINCIPAL, hereinafter called Principal, and _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the Town of Knightdale, hereinafter called the Town, in the penal sum of _____ DOLLARS (\$ _____), the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Town as referenced above and hereto attached;

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

IN WITNESS WHEREOF, the above-mentioned parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 20____. (To be dated by the Town)

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

By: _____ PRINCIPAL

ATTEST: _____ Indicate Capacity

Secretary: _____

(AFFIX CORPORATE SEAL IF APPLICABLE)

By: _____ Surety

Date: _____



ATTEST: _____
Indicate Capacity

STATE OF _____
COUNTY OF _____

Personally appeared before me the undersigned Notary Public _____ who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

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

Notary Public

My Commission Expires: (SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____ Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

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

My Commission Expires:

Notary Public (SEAL)



PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I, _____ Notary Public do hereby certify that
_____ General Partner of _____,
personally appeared before me this day and acknowledged the execution, with proper authorization, of
the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page
_____, in the _____ County Registry, and that the instrument is the act and deed of the
partnership.

This the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public for said State and County, do hereby certify
that _____ Manager of _____
personally appeared before me this day and acknowledged the execution of the foregoing instrument,
with proper authorization, on behalf of the company.

This the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(SEAL)

PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES

- I. 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.
 - (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his 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.
 - (b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
 - (c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
 - (d) The general contractor shall not be required to certify the subcontractor's statements.
 - (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated 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 purchases 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.
- II. The Contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
- III. 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.



(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT FOR FINAL PAYMENT

PROJECT: Poplar Street Drainage Improvements

Town of Knightdale Project No. 25-20240924

State of North Carolina

County of Wake

In the State of North Carolina, County of _____, being duly sworn, deposes and says that they are _____

and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under Town of Knightdale Project Number _____; and, acting in their official Capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the Contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

I, _____ a notary public of the County and State aforesaid, hereby certify that personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20__.

Notary Public

My Commission Expires: (SEAL)

GENERAL CONDITIONS

- 1) Definitions
 - a) The contract documents shall consist of the Contract, the Advertisement for Proposals, the accepted Proposal, Construction Drawings, the Project Manual Specifications, the General Conditions of the Contract, including all modifications thereof incorporated in the documents before their execution.
 - b) Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by contract.
 - c) Whenever the term "Town" is used, it is to mean the Town of Knightdale, North Carolina.
 - d) The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.
- 2) Bidders Disqualification
 - a) The Town Manager may disqualify bidders from participation in bidding and award of contracts for Town construction projects based on the following conditions existing simultaneously:
 - i. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.
 - ii. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty percent. The percentage of work completed will be the dollar value of the work complete as defined above divided by the current contract amount as defined above. The percentage of contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.
 - b) The Town Manager shall not include any late days which are caused by the Town in any of his calculations directed at determining bid status.
 - c) Any contractor who wishes to contest the decision of the Town Manager declaring ineligibility may appeal to the Town Council by delivering a notice of appeal to the Town Clerk no later than ten days after receipt of the Town Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms.
 - d) When considering an appeal the Town Council shall consider, among other things, the report of the Town Manager, the notice of appeal, and the Contractor's current status on any other current Town contracts and its performance on any other contracts to which the Contractor and the Town have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.
- 3) Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.
- 4) Intent of Documents

- a) The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 5) Detail Drawings and Instructions
 - a) The Town shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.
 - b) Please refer to the latest edition of the Town of Knightdale Standards and specifications for any elements, construction or materials on Town of Knightdale owned right of ways. Further, please refer to latest edition of NCDOT Standard Specification for Roads and Structures for any elements, construction or materials for NCDOT owned right of ways.
- 6) Contractor's Understanding
 - a) It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the character, quality and quantity of materials to be encountered, the character of equipment and 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 under this contract. No verbal agreement or conversation with any officer, agent or employee of the Town, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.
- 7) Superintendence by Contractor
 - a) Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town of Knightdale on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.
- 8) Materials, Appliances, Employees
 - a) Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
 - b) Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
 - c) The Contractor shall at all times enforce strict discipline and good order among his employees; and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them.
- 9) Technical Specifications and Drawings
 - a) Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical

Specifications, the matter shall be immediately submitted to the Town of Knightdale without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

10) Royalties and Patents

- a) The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town harmless from loss on account thereof, except that the Town shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Town.

11) Permits

- a) Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stipulated.
- b) Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Town unless otherwise stipulated.

12) Protection of Work and Property

- a) The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Town's and private property from injury or loss arising in connection with this contract. He shall make good any such damages, injury, or loss, except such as may directly be due to errors in the contract documents or caused by agents or employees of the Town.

13) Cooperation with Utility Owners

- a) Prior to the beginning of construction, the Town will notify all utility owners known to have facilities affected by the construction of the project. The Contractor shall coordinate the schedule with the utility owners for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his contract.
- b) The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.
- c) The Contractor shall cooperate with the utility owner, and/or the owner's representative in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the Town.
- d) In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.
- e) Existing fire hydrants shall be kept accessible to fire department personnel at all times.
- f) Prior to submitting their bid, the Contractor shall make their own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether any utility work is planned by the owner in conjunction with the project construction. The Contractor shall

consider in his bid all the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

- g) Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

14) Inspection of Work

- a) The Town of Knightdale and its representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.
- b) If the specifications, instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Town timely notice of its readiness for inspection. Inspections by the Town shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Town, it must, if required by the Town, be uncovered for examination at the Contractor's expense.

15) Changes in Work

- a) The Town, without invalidating the contract, may order extra work or make changes by altering, adding, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claims for extension of time caused thereby shall be adjusted at the time ordering such changes, as mutually agreed upon by the Town and Contractor. If additional work does not exceed original estimates, additional days will not be granted.
- b) The value of any such extra work or change shall be determined by the unit prices named in the contract, up to but not exceeding 15% of the original contract total price.
- c) For extra work which exceeds 15% of the original contract total, the value of any such extra work or change shall be determined in one or more of the following ways:
 - i) By estimate and acceptance of a lump sum.
 - ii) By unit prices named in the contract or subsequently agreed upon.
 - iii) By cost and percentage or by cost and a fixed fee.

16) Conformity with Plans and Specifications

- a) All work performed and all materials furnished shall be in reasonably close conformity with material requirements shown on the plans, or indicated in the specifications.
- b) In the event the Town finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, it will then make a determination if the work is to be accepted and remain in place. If the Town agrees that the work is to be accepted, it will have the authority to make such adjustment in contract price as it deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.
- c) In the event the Town finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the Town.

17) Liquidated Damages and Delays

- a) Liquidated Damages. If the work cannot be completed within the time stipulated in the contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Town of Knightdale, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the contract and the Contractor and his sureties shall be liable to the Town of Knightdale for the amount thereof.
- b) Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
 - i) Any act or omission of the Town outside the scope of the contract, including extra work; acts of God; unusually severe and abnormal weather conditions; acts of any other contractor in the performance of work for the Town; or other conditions, events, or circumstances beyond the control and without the fault or negligence of the Contractor, which the Contractor could not have reasonably anticipated; or
 - ii) Any delay of any Subcontractor occasioned by any of the causes specified in subparagraph (a) above. Provided, however, the Contractor shall provide written notice to the Town within ten (10) days from the occurrence, condition, event, or other cause which is claimed to have delayed the completion of the work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the contract work, and shall state in what respects, if any, the contract completion deadline should be revised, and the reasons, therefore. Contractor shall also provide a report monthly to summarize all claims. This monthly summary report should be included in all pay application requests and demonstrate any new claims and provide a running balance of granted and requested days. No claim by the Contractor for an extension of time for completion shall be considered unless notice of such delay claim is given the Town in accordance with the provisions of this subparagraph.

18) No Damages for Delays

- a) The Town shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Town for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the Town outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and exclusive remedy in the event of his inability to achieve completion by the contract deadline due to claimed delays shall be an extension of the contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

19) Town's Right to Do Work

- a) If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the contract, the Town, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20) Correction of Work Before Final Payment

- a) Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Town as failing to conform with the contract, whether

incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Town and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

21) Final Inspection, Clean Up and Project Final Acceptance

a) Final Inspection

- i) When the improvements contained in this contract are substantially completed, the Contractor shall notify the Town in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Town having charge of the inspection. If the Town determines that the status of the improvements are accurately represented, the Town will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the Town's representatives and the Contractor.
- ii) The Final Inspection Team, on the date agreed upon in 24 (a)(i), shall make a thorough visual inspection to ensure that the project is satisfactorily completed according to the plans and specifications of the contract and that all cleanup work is complete.
- iii) The Final Inspection Team, following the final inspection, shall prepare a written list of the deficient items and cleanup work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time agreed upon with the Contractor, allowing for the completion of the deficient items and cleanup work. A copy of the list shall be provided to the Contractor.

b) Cleanup Work

- i) Clean up work shall include cleanup of trash in the medians and rights-of-way. Additionally, cleanup work shall include asphalt or concrete deposits left in any work or staging area, or transit or travel route for the contractor or their subcontractors.

c) Project Final Acceptance

- i) The Contractor, after finishing all cleanup work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and cleanup work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the Town to issue the Final Acceptance Document.

22) Payments to Contractor and Retainage

a) Partial Payments

- i) Partial payment, if applicable, will be based upon progress estimates prepared once each month.

b) Retainage

- i) An amount equal to five percent (5%) of the total amount due will be deducted and retained until 90 percent (90%) of the work is completed.
- ii) After 90 percent (90%) of work is completed, a reduction in retainage to two percent (2%), if warranted by job performance, may be approved by the Town.

c) Final Payment

- i) After final inspection and acceptance by the Town of Knightdale of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.
 - ii) The Town of Knightdale before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment, and services to the Contractor, if the Town of Knightdale deems the same necessary in order to protect its interest. The Town of Knightdale, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.
 - iii) Withholding of any amount due the Town of Knightdale as "Liquidated Damages", shall be deducted from payments due to the Contractor.
 - iv) The Town may withhold on account of subsequently discovered evidence, nullify whole or part of any certificate to such extent as may be necessary to project itself from loss on account of:
 - (1) Defective work not remedied.
 - (2) Claims filed or reasonable evidence indicating probable filing of claims.
 - (3) Failure of the Contractor to make payments properly to Subcontractor or for materials or labor.
 - (4) A reasonable doubt that the Contract can be completed for the balance unpaid.
 - (5) Damage to another Contractor.
 - (6) When the above items have been cleared to the satisfaction of the Town, payment shall be made for amounts withheld because of them.
- 23) Town's Right to Terminate Contract
- a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if they should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the contract, then the Town, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Town. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.
- 24) Contractor's Right to Stop Work or Terminate Contract

- a) If the work should be stopped under an order of any Court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the Town, stop work or terminate this contract and recover from the Town payment for all work executed and loss sustained upon any plant or materials and reasonable profit and damages.

25) Liability Insurance

- a) The Contractor must have the financial ability to undertake the work and assume the liability. The selected Contractor will be required to furnish proof of insurance coverage and shall maintain the limits as follows:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence (\$5,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)
Workers' Compensation and Employer's Liability	Statutory Limits and must include \$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)

Commercial General Liability: Coverage shall have minimum limits of \$5,000,000 per occurrence, general aggregate, products/completed operations aggregate, personal and advertising injury. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability.

Automobile Liability: Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit.

Professional Liability (Errors and Omissions): Professional Liability insurance of at least \$1,000,000 per occurrence (\$2,000,000 aggregate).

Workers' Compensation and Employer's Liability: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employer's Liability with a minimum limit of \$1,000,000 for each accident and \$1,000,000 for each employee for injury by disease.

The selected Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the firm to provide such notice, the

Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town. Insurance coverage required in these specifications shall be in force throughout the term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. The Town shall be named as an additional insured and the statement should read "Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Should the Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for all available remedies, in equity and at law. The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the Town on demand. The Contractor shall require its subcontractors to name the Contractor and the Town as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontracts and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the Town from supervising and/or inspecting the project as to the end result.

26) Care of Work

- a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town of Knightdale.
- b) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the Town of Knightdale. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Town of Knightdale as provided in Section 15 "CHANGES IN WORK" under GENERAL CONDITIONS.
- c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d) The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Knightdale from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for

which the Town of Knightdale may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

- e) Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

27) Indemnity

- a) The Contractor shall indemnify, save harmless, and defend the Town against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, his agents, and employees, in the execution of work or in the guarding of it.

28) Safety and Accident Prevention

a) General

- i) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.
- ii) All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
- iii) The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- iv) The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

b) Records

- i) The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the Town of Knightdale with reports concerning these matters.

c) Indemnity

- i) The Contractor shall indemnify and save harmless the Town of Knightdale from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

29) Bidding Process and Guaranty Bonds

a) Bidding Process

- i) The Town of Knightdale's bidding process policy is regulated by the North Carolina State GS 143-129, GS 143-131 and Town of Knightdale Standard Procedure 501-3 which define Formal and Informal bids.

- (1) Formal Bids, as described by GS 143-129, are those contracts for construction or repair work that require expenditure of \$500,000.00 or more; and for the purchase or lease

purchase of apparatus, supplies, materials or equipment that require an expenditure of \$90,000.00 or more.

- (2) Informal Bids, as described by GS 143-131, are those contracts for construction or repair work that require expenditure of \$30,000 to \$499,999; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require expenditure of \$30,000 to \$89,999.
 - ii) All Bids as described in 32 (a)(i)(1) shall be accompanied by a deposit equal to not less than 5 percent of the total amount of the Bid in the form of cash, cashier's check, a certified check or a bid bond by a surety authorized to do business in the State of North Carolina.
- b) Guaranty Bonds for Formal Contracts
 - i) The successful bidder in a formal contract, within ten (10) days after the notice of award is received by him, shall provide the Town of Knightdale with a contract payment bond and a contract performance bond, each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with GS 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.
 - ii) The successful bidder's failure to execute the contract and file acceptable bonds within ten (10) days after the notice of award is received by him will be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract.
 - iii) Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract, or otherwise as the Town of Knightdale may decide.
- c) Guaranty Bonds for Informal Contracts (if Required)
 - i) The successful bidder, within ten (10) days after the notice of award is received by him, shall provide a payment bond in the amount of 100 percent of the amount of the contract.
 - ii) Under North Carolina law, performance and payment bonds must be furnished to the local government by each contractor with a contract costing over \$50,000 on construction or repair projects where the total of all contracts for the project exceeds \$300,000. Each bond must be for 100 percent of the contract amount and must be executed by a surety licensed in North Carolina. If the contractor does not provide performance and payment bonds, he forfeits the bid deposit. In place of the bonds the Contractor may deposit money, a certified check, or acceptable government securities.

30) Sanitary Facilities

- a) The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Town of Knightdale. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

31) Use of Premises

- a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the Town of

Knightdale and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- b) The Contractor shall comply with all reasonable instructions of the Town of Knightdale and the ordinances and codes of the Town of Knightdale, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32) Liens

- a) Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the Town a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town, to indemnify the Town against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
- b) A copy of the Affidavit may be requested from the Town's Finance Department and shall be submitted with the Contractor's request for final payment.

33) Assignment

- a) Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the Town Council of the Town of Knightdale.

34) Citizen Notification

- a) The Contractor shall be responsible for notifying, in writing, all property owners/residents directly affected by this project just prior to beginning construction. A copy of this notification shall be submitted and approved by the Town prior to its issuance to the residents. This also includes all businesses whether owned, leased or rented by the property owner of record. Property owner addresses will be provided to the Contractor by the Town. Notices are to be mailed and/or hand delivered.
- b) The Contractor shall distribute Notices of Actual Work to be performed a minimum of 2 weeks prior to performing such work.

35) Separate Contracts

- a) The Town reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with others.

36) Subcontracted Work and Subcontractors

- a) The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Town may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the Town for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Town.

- b) The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Town. A period of seven (7) days minimum is required for the approval of a subcontractor.

37) Points and Instructions

- a) The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Town for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.
- b) The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

38) Lands for Work

- a) The Town shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

39) Cleaning Up

- a) The Contractor shall, as directed by the Town, remove from the Town's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his own operations.

40) Access to Property

- a) The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.

41) Safeguards

- a) The Contractor shall provide, erect, and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours, and other points of danger.

42) Materials Sampling and Testing

- a) All tests of material shall be made by a recognized and approved testing laboratory designated by the Town. The expense of such tests shall be borne by the Town unless otherwise specified.
- b) The Town shall have the option to reject requests for testing due to the Contractor's inadequate preparation of material or other reasonable causes determined by the Engineer as necessary for the delay of testing. The Contractor shall notify the Town 48 hours ahead of time for the needed test.

43) Tools, Plant and Equipment

- a) If at any time before the commencement or during the work, tools, plant, or equipment appear to the Town to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the Town may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the Town to give such an order shall not relieve the Contractor to secure the quality of work and the rate of progress necessary to complete the work within the time required.

44) Working Day Defined

- a) A day shall be counted as a working day in the opinion of the Town, whether conditions would permit the Contractor to do six (6) hours of work within daylight hours. Days of delay due to acts

of God, strikes, court orders, and things of like nature causing delay of the work shall not be counted a working day. The Town shall keep a daily record of working conditions and when requested to do so, he/she shall furnish the Contractor within a reasonable time the number of working days that have elapsed.

- b) Unless crews are on site prior to 1:00 p.m. of any workday, the Town has the right to refuse any work that the Contractor may do. To start work after 1:00 p.m. on a workday, the Contractor must have prior permission from the Town. Should this occur, it will be counted as a working day that the Contractor should have worked. It will not be counted as a day of delay. When work is to resume, one (1) day prior notice must be given to the Town. That work will begin the next day.

45) Project Time Defined

- a) Project time shall consist of all calendar days, including weekends and holidays, from the contract notice to proceed date through the specified number of days allowed for the completion of the project in the contract document. The Contractor has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or abnormal rainfall during the remainder of the calendar year.

46) Guarantee of Work

- a) The Contractor shall guarantee his work performed under his contract against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the work.

47) Force Account Work

- a) Force account reports shall be submitted to and approved by the Town within five (5) days following completion of the work. Failure on the part of the Contractor to submit such a report on time may result in refusal to pay for the work done.

48) Disposal of Waste Materials from Street and any Other Types of Construction

- a) Disposal of all waste material from construction sites shall be made in strict accordance with all Town ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning 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 Town granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

49) Contractor License

- a) All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of North Carolina whether he (they) is/are a resident or nonresident of this State, in accordance with GS 87-10 and shall be advised that they must show evidence of a license issued by the North Carolina Licensing Board for General Contractors before the bid is considered. The bidders are advised that Article 40, Subcontractors, of the General Conditions shall be strictly adhered to during the term of this contract.

50) Emergency Work Crew

- a) The Contractor and/or the Contractor's subcontractors shall provide an emergency repair crew with adequate trucks and other equipment available when needed to make repairs, clean-up, signing, and other work required in connection with this contract. This repair crew shall be on call during non-working hours and during weekends and holidays. The name, address, and

phone number of at least two responsible members of this crew shall be provided to the Town prior to beginning any work. The members of this crew shall be based, reside, live, or stay in Wake County during the periods that they are on call. Should this "emergency" crew be unavailable for any reason when needed, the Town shall have the right to have the required work performed by the quickest means available and the Contractor shall be back-charged at a rate of two (2) times the total cost to the Town.

51) Construction Water

- a) Contractors are responsible for securing adequate construction water for their job sites.
- b) All construction water usage must be metered and will be billed to the Contractor. The Contractor must contact the City of Raleigh Public Utilities Department (919.996.3245) to make the applicable arrangements for billing the water usage. The Contractor may provide his own meter or if available upon advance notice to the Public Utilities Department, a "numbers changed to" meter will be provided. If the Contractor provides his own meter, it must meet Town standards for the meter and include a backflow device.
- c) Construction water for all Town contract projects shall be billed by the City of Raleigh, Public Utilities Department.
- d) Contractors must furnish the following information for water usage:
 - i) Meter location and project name.
 - ii) Address where applicable and responsible party name
 - iii) Duration of use and frequency of meter reading
- e) Contractors observed using unmetered water will be fined by the City of Raleigh, Public Utilities Department.
- f) Contractors are to reference the Public Utilities Handbook, Part 10, entitled Construction Specifications for Water and Sewer Mains, for additional regulations applicable to construction water usage.

52) Dust Control

- a) The Contractor shall, as directed by the Public Works Director provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the Town notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the Town may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the Town may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

53) Traffic Control

- a) Any work performed without traffic control, as per MUTCD, will not be paid for by the Owner.

54) Sustainability

- a) The Town of Knightdale is committed to reducing the adverse environmental, social, and fiscal impacts of its purchasing decisions. It is committed to buying goods and services from contractors who share this concern and commitment. The Town encourages bidders to include in their responses sustainable product and service options that minimize waste, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency.