



**BID DOCUMENTS
FOR**

**CITY OF CONCORD
MONUMENT SIGNS
(QTY - 2)**

PROJECT NO. 2011-072

SET # _____



ENGINEERING DEPARTMENT
850 HIGHWAY 601, SOUTH, POST OFFICE BOX 308
CONCORD, NORTH CAROLINA 28026-0308

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BID ADVERTISEMENT/INVITATION TO BID
FEDERAL GRANT FUNDING PROJECT

SEPTEMBER 13, 2012

Project Title: **CITY OF CONCORD MONUMENT SIGNS (QTY - 2)**
Contract 2011-072

Project Description: The proposed Work is generally described as follows. This project includes the construction of a monument sign at the Technology Center near the intersection of Booker Drive and Salem Street in Concord. Also included is electrical installation and lighting of the sign and landscaping. Also, the project includes installation of an equivalent monument sign near the Larkhaven housing community on Health Department Drive in Concord. Alternate equivalent solar lighting is acceptable.

Sealed Bids will be received by the City of Concord (Owner) at the address below. Please submit notarized bids in a sealed envelope by the bid opening time and date. All Bids must be in accordance with the Bidding Documents on file with the City of Concord Engineering Department. Bidders must be licensed contractors in the State of North Carolina. Bids will be received on a unit price basis. A five percent (5%) Bid security must accompany each Bid. The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract if the total bid amount is greater than \$50,000 (see Section 16 of the Contract). Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive as an informality any irregularities

W. Brian Hiatt, City Manager

Engineer: City of Concord Engineering Department
Alfred M. Brown Operations Center
850 Warren C. Coleman Blvd. (Highway 601 S Bypass)
P O Box 308, Concord, NC 28026-0308

For **TECHNICAL QUESTIONS**: Jana Churchwell, EI, 704.920.5405 or 704.920.5425

TO BE CONSIDERED AS A BIDDER FOR THIS PROJECT, CONTRACTORS MUST REGISTER WITH THE CITY OF CONCORD BY SENDING AN EMAIL THAT INCLUDES YOUR NAME AND COMPANY CONTACT INFORMATION TO churchwellj@concordnc.gov.

CONTRACT DOCUMENTS ARE AVAILABLE FROM THE CITY OF CONCORD
ENGINEERING DEPARTMENT

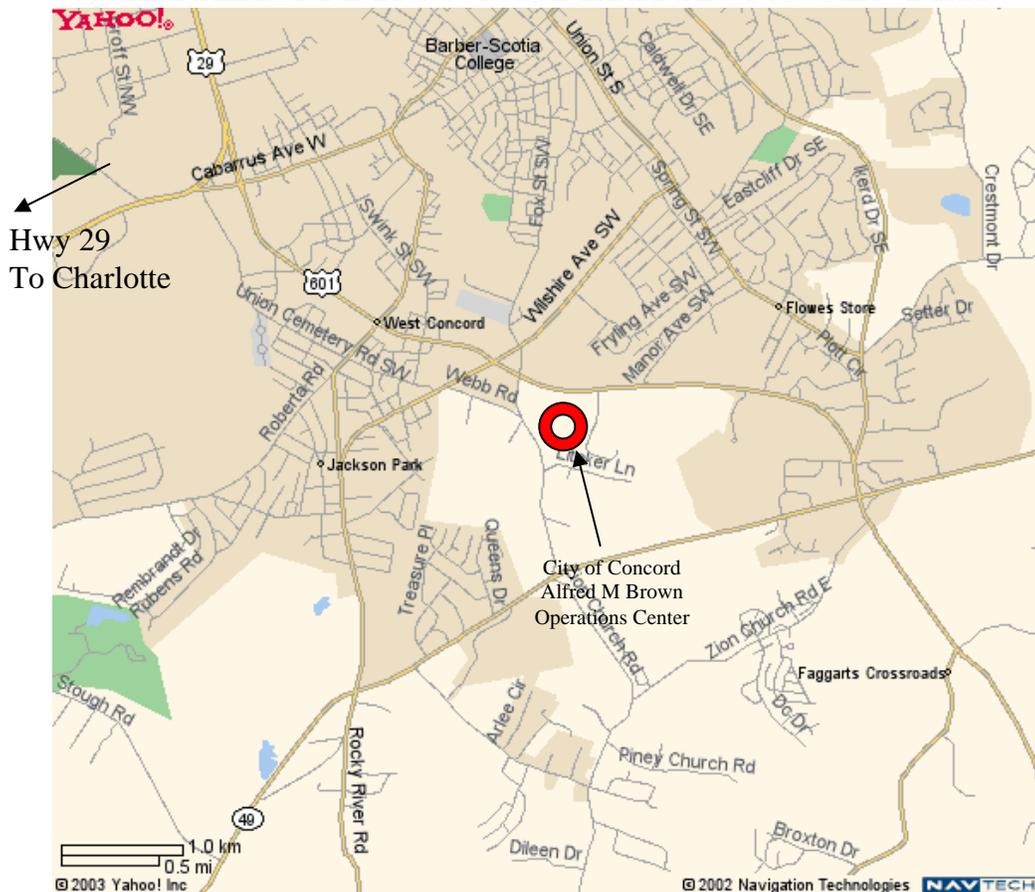
Bid Opening Date: **THURSDAY, SEPTEMBER 27, 4:00 p.m.**

Location: City of Concord, Alfred M. Brown Operations Center
850 Warren C. Coleman Blvd. (Hwy 601 S.)
Conference Room C, Concord, NC 28026 (See attached map/directions)
At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

Engineering Department
Alfred M. Brown Operations Center

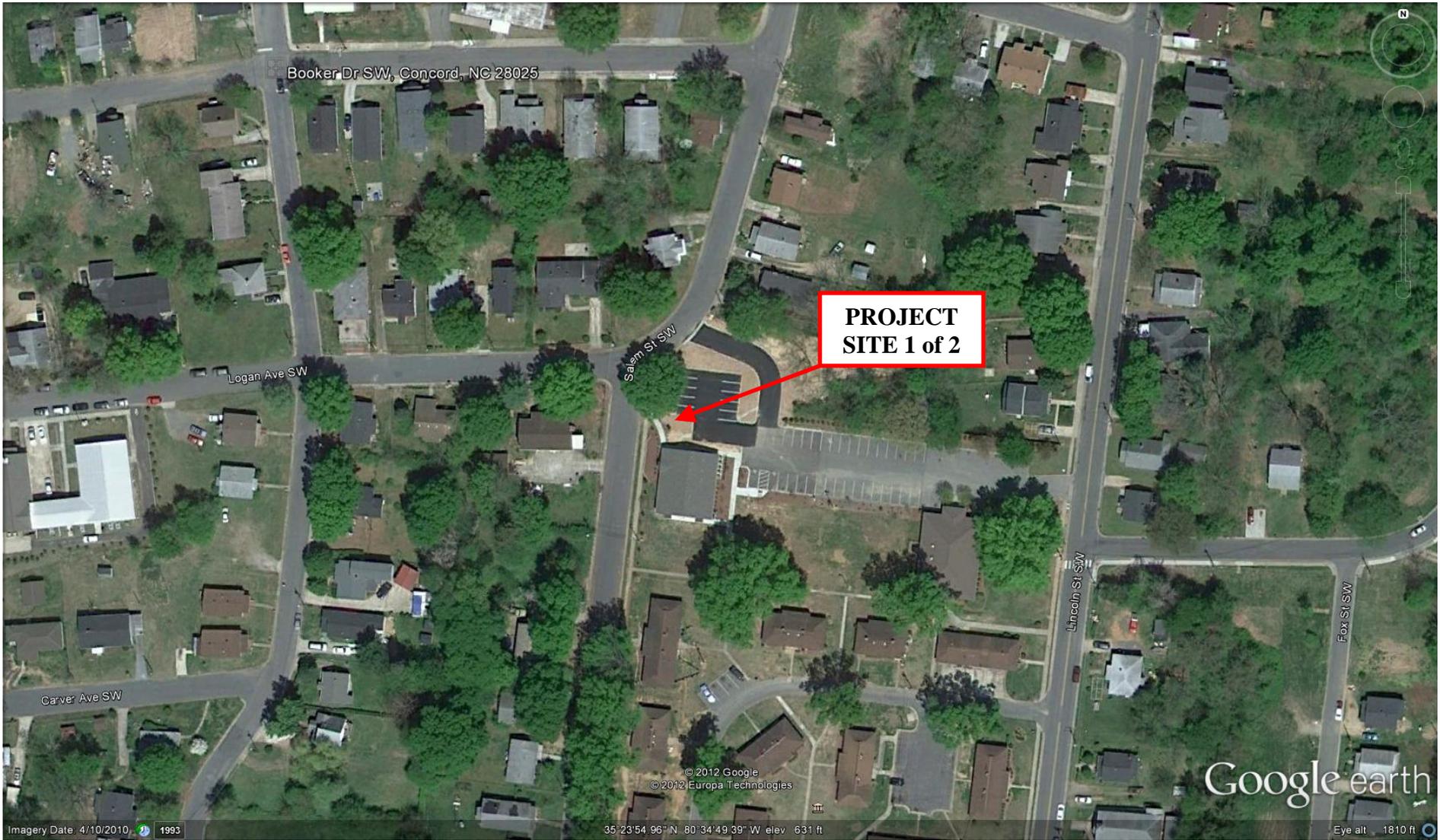
City of Concord • 850 Warren C. Coleman Blvd. • P.O. Box 308 • Concord, North Carolina 28026
(704) 920-5425 • Fax (704) 786-4521 • TDD 1-800-735-8262 • www.concordnc.gov

MAP AND DIRECTIONS TO CITY OF CONCORD ALFRED M BROWN OPERATIONS CENTER



Directions from Charlotte

Take I-77 north to I-85 north from Charlotte to Concord
From I-85 north, take exit 49 to the right towards Lowe's Motor Speedway
At the Lowe's Motor Speedway, turn left onto Highway 29 (Concord Pkwy) north
Keep going north while you pass the Wal-Mart shopping center on your right
Turn right at the light at the Chevrolet dealership onto Cabarrus Avenue
Turn right at the next traffic light at the Walgreens onto Hwy 601 South (bypass)
(Hwy 601 S is also Warren C. Coleman Boulevard)
Go straight through two traffic lights at Old Charlotte Road and Wilshire Avenue
Pass the Bi-Lo shopping center on your left
Turn right at the next traffic light at Manor Avenue (blue & white sign on right
for the City of Concord Alfred M. Brown Operations Center)
You will be on the entrance road into our complex
Follow signs to the left to Visitor Parking.
Proceed to the front desk at the Administration Building and sign in with the
receptionist





**PROJECT
SITE 2 of 2**

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS. Terms used in these Instructions to Bidders are meanings assigned to them in the General Conditions and the Supplementary Conditions. An additional term is defined as follows:

Successful Bidder - The lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein provided) makes an award.

2. COPIES OF BID DOCUMENTS. Bid Documents which include all front-end documents may be obtained from Owner at address indicated on

Invitation to Bid on the following basis:

Complete set of Bid Documents	<u>Charge</u> FREE CONTACT CITY OF CONCORD ENGINEERING 704.920.5425
--------------------------------------	---

TO BE CONSIDERED AS A BIDDER FOR THIS PROJECT, CONTRACTORS MUST REGISTER WITH THE CITY OF CONCORD BY SENDING AN EMAIL THAT INCLUDES YOUR NAME AND COMPANY CONTACT INFORMATION TO churchwellj@concordnc.gov.

Partial sets of Bid Documents will not be issued in response to requests by subject matter.

Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Quoting Documents.

Owner and Engineer, in making copies of Quoting Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF Bidders. To demonstrate qualifications to perform the Work, Bidder may be required to submit written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Owner or Engineer. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located, or Bidder must agree to obtain such qualification prior to award of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.02. Underground Facilities. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.03. Additional Information. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any

additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 24 hours in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling the office of the Director of Engineering for the City of Concord at 704.920.5425.

4.04. Easements. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Contract Documents.

4.05. Unit Price Contracts. Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and the specifications, including the addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

4.06. Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Quoting Documents and the Contract Documents shall be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Quoting Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **BID SECURITY**. **Each Proposal must be accompanied by a deposit equal to 5% of the net price bid.** This deposit may consist of cash, or a Cashier's Check issued by, or a Certified Check drawn on a Bank or Trust Company authorized to do business in North Carolina, or on a Bank insured by the Federal Deposit Insurance Corporation, or a U.S. Money Order, payable to the City of Concord or 5% Bid Bond in the form required by G.S. 143-129 as amended, issued by an Insurance Company authorized to do business in North Carolina, said deposit to be retained in the event of failure of the successful bidder to execute a formal contract within ten (10) days after award or to give satisfactory surety required.

The Bid security of the Successful Bidder (if so required) will be retained until such Bidder has executed the Agreement, furnished the required contract security (if so required), and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security (if so required) of other Bidders whom Owner believes to have a

reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bid remain subject to acceptance as set forth in the Bid Form, whereupon Bid security furnished by such Bidders will be returned. Bid security accompanying Bid which are deemed by Owner to be noncompetitive will be returned within 7 days after the designated Bid opening.

7. CONTRACT TIMES. The numbers of calendar days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.

8. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTES OR "OR-EQUAL ITEMS. Bidder's attention is directed to Article 6.5 of the General Conditions concerning substitutes and "or-equal" items. Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Engineer's intent is to consider alternative products which have the desired essential characteristics. The Engineer will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders quoting as prime Contractors. Acceptances for substitutions will not be granted directly to suppliers, distributors, or subcontractors. Pursuant to Section 133-3, General Statutes of North Carolina, the following procedures shall be used:

Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals from n/a, until n/a. Applications received after this time will not be reviewed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require shall be included. The Engineer shall consider and either accept or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving Bid, the Engineer has accepted any alternative product proposals, the Quoting Documents shall be modified to include the alternative products. The Engineer shall publish the modification in an Addenda at least 5 days prior to the deadline for receiving Bids. The Engineer's decision of acceptance or rejection of a proposed substitute shall be final.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the opening submit to Owner the List of Subcontractors completed with all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

All Subcontractors shall be a licensed utility contractor in the State of North Carolina.

11. BID FORM. The Bid Form is bound in the Quoting Documents and shall not be removed therefrom. Bid Forms must be completed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

The names of all persons signing shall be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

All blanks in the Bid Form shall be filled. A Bid price shall be indicated for each unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

The Bid shall contain an acknowledgment of receipt of all Addenda; the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

11.01. Bid Pricing. The Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as provided in Article 9.7 of the General Conditions, and the unit prices in the Bid will apply to such final quantities except that unit prices will be subject to change by Change Order as stipulated in the Supplementary Conditions.

11.02. Contingency. The Contingency is to be added to the Bid price and is to be used for minor change order items. If the Contingency is to be used, a scope of work and price would be negotiated. The Contingency is for the sole use of Owner. A change order will be issued to delete any unauthorized portion of the Contingency.

12. SUBMISSION OF BIDS. Bids shall be submitted at the time and place indicated in the Invitation to Bid, or the modified time and place indicated by Addendum. Bids shall be enclosed in a sealed envelope or wrapping, addressed to:

The City of Concord
W. Brian Hiatt, City Manager
c/o Sue Hyde, PE, City Engineer
P.O. Box 308
850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308

Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the Bid security (if required) and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bid envelope shall be identified on the outside with the words **'BID FOR CITY OF CONCORD MONUMENT SIGNS, PROJECT #2011-072**

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

One copy of the bound documents containing the Bid Form must be submitted with the Bid.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

A conditional or qualified Bid will not be accepted.

13. MODIFICATION AND WITHDRAWAL OF BIDS. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security (if any) will be returned. Thereafter, that Bidder will be disqualified from further quoting on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS. Bids will be opened at the office and at the discretion of the Director of Engineering and read aloud.

The procedure for opening Bids will follow guidelines issued by the State Building Commission dated December 10, 1990, and endorsed by the Consulting Engineers Council of North Carolina.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE. All Bids will remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the security (if any) prior to that date.

16. AWARD OF CONTRACT. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Owner also reserves the right to waive informalities.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors,

tors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of Owner. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form. The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

Owner-required inventory of spare parts.

Building design changes which would be required to accommodate the proposed materials and equipment.

Installation requirements and related engineering, training, and operating costs.

Experience and performance record of the Supplier or the manufacturer.

Maintenance and frequency of inspections required to assure reliable performance of the equipment.

Suppliers' or manufacturers' service facilities and availability of qualified field service personnel.

Efficiency and related operating expense during the anticipated useful life of the equipment.

17. CONTRACT SECURITY. The General Conditions set forth Owner's requirements as to Performance and Payment Bonds (required). These Bonds shall be delivered to Owner with the executed Agreement.

18. SIGNING OF AGREEMENT. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by two unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and power of attorney. Within 30 days thereafter, Owner shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, Bonds, and power of attorney; and shall distribute signed copies as stipulated in the Agreement.

Should the Owner not execute the Contract within the period specified, the Successful Bidder may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the Owner.

19. SALES AND USE TAXES. Provisions for sales and use taxes, if any, are set forth in the Supplementary Conditions.

20. RETAINAGE. Provisions concerning retainage are set forth in the Agreement.

21. LAWS AND REGULATIONS. Modifications, if any, to the General Conditions concerning Laws and Regulations are set forth in the Supplementary Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement.

21.01. Collusive Bidding. In accordance with Section 112(c) of Title 23 USC, and G.S. 75-5(b)(7) of the State of North Carolina, the Contractor (Bidder), by submission and execution of this bid or Bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or quoting in connection with his Bid on this project.

End of Section

DEBARRED FIRMS CERTIFICATION FORM
[MUST BE COMPLETED & SUBMITTED WITH BID]

City Project #2011-072

The undersigned hereby certifies that the firm of _____ has not been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment or any of the offenses enumerated in G.S. 133-27 nor will award subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

Name of Firm

ATTEST _____ (SEAL)

Signature of Authorized Official

Title

Sworn and subscribed before me this
_____ day of _____, 2012.

Notary Public

BID FORM

PROJECT IDENTIFICATION:

CITY OF CONCORD MONUMENT SIGNS, PROJECT # 2011-072

THIS BID IS SUBMITTED TO:

W. Brian Hiatt, City Manager
c/o Sue Hyde, PE, City Engineer
City of Concord
850 Warren C. Coleman Blvd., P.O. Box 308
Concord, North Carolina 28026-0308

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bid, including without limitation those dealing with the disposition of the Bid security (if security is required by the City Manager). This Bid will remain subject to acceptance for 60 days after the day designated for reception of Bids. **Bidder will sign and submit the Agreement with the Bonds and other documents required by the Quoting Documents within 10 days after the date of Owner's Notice of Award.**

3. In submitting this Bid, Bidder represents that:

a. Bidder has examined copies of all the Quoting Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____ Dated _____

b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

c. Bidder is familiar with and has satisfied itself as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance, and furnishing of Work.

- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have provided by the owner and under the conditions normally used and identified in the Supplementary Conditions and Special Conditions as provided in Paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in the Supplementary Conditions and Special Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Quoting Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - g. Bidder has given Engineer written and verbal notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid Bidder has not solicited or induced any person, firm, or corporation to refrain from quoting; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work for the following unit prices. Quantities indicated are estimated and not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

EXHIBIT A – BID FORM

CITY OF CONCORD TECHNOLOGY CENTER SIGN - Project No. 2011-072

		QTY	UNIT	COST/UNIT	SUBTOTAL
1	Monument Sign with Lighting – Technology Center	LS	1		
2	Monument Sign with Lighting – Larkhaven Community	LS	1		

ESTIMATED BASE COST \$ _____

+10% CONTINGENCY \$ _____

TOTAL ESTIMATED COST \$ _____

5. Bidder agrees that all excavation is UNCLASSIFIED.

6. Bidder agrees that all work will be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within 60 days from the date of notice to proceed.

7. Communications concerning this Bid shall be sent to Bid at the following address:

NAME: _____

ADDRESS: _____

P.O. BOX: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____

8. The terms used in this BID, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER: _____

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, 20____

ATTEST _____ TITLE

If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____, 20____

ATTEST _____ TITLE

If a Corporation

By _____
(corporation name)

By _____
(signature of authorized person) (title) _____

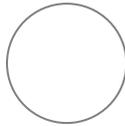
Business address _____

Phone No. _____

Date _____, 20 _____

ATTEST _____ TITLE _____

(Seal)



If a Joint Venture (Other party must sign below.)

By (name) _____

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

doing business as _____

Business address _____

Phone No. _____

Date _____, 20 _____

ATTEST _____ TITLE _____

If a Partnership

By _____
(firm name)

(signature of general partner)

Business address _____

Phone No. _____

Date _____, 20 _____

ATTEST _____ TITLE _____

If a Corporation

By _____
(corporation name)

By _____
(signature of authorized person)(title) _____

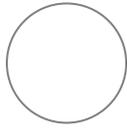
Business address _____

Phone No. _____

Date _____, 20____

ATTEST _____ TITLE _____

(Seal)



**STANDARD FORM OF
PERFORMANCE BOND**

Date of Execution of this Bond _____

Name and Address of
Principal (Contractor) _____

Name and Address
of Surety _____

Name and Address of
Contracting Body _____

Amount of Bond _____

Contract That certain contract by and between the Principal and the
Contracting Body above named dated _____
for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above 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 Contracting Body, identified as shown above and hereto attached;

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

PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS:

Principal (Name of individual and trade name, partnership, corporation, or joint venture)

(Proprietorship or Partnership)
Printed Name _____

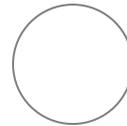
BY _____ (SEAL)
Printed Name _____

TITLE _____
(Owner, Partner, Office held in corporation, joint venture)

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____
Printed Name _____



TITLE _____
(Corporation Secretary or Assistant Secretary Only)

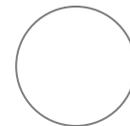
Surety (Name of Surety Company)

WITNESS:

BY _____
Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)



COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent

SPECIAL PROVISIONS

1. There have been no subsurface studies or testing completed for this project. All excavation is considered UNCLASSIFIED.
2. This project is a Federally Funded Project by the US Housing and Urban Development (HUD) Department. By submission of a proposal, Contractor agrees to comply with all of the provisions listed in this bid document, including Davis Bacon reports and information along with pay requests, etc.
3. Contractor shall include the demolition of the existing monument sign at Larkhaven site in the lump sum price.
4. Contractor to utilize electrician licensed in the State of North Carolina for installation of electrical lines, lighting, and appurtenances for the Technology Center sign connection and perform work in accordance with all applicable local and state electrical codes. The line should be connected from the existing electric meter located at the rear of the Technology Center building. The lighting system for the sign shall be energy efficient and shall have an automatic on/off system. The lights shall be on from dusk until dawn.

The same specifications shall apply for the sign at the Larkhaven Community, with the exception that an alternate of solar lighting is acceptable as a viable alternative.

5. The proposed sign shall resemble the attached drawing/renderings. The size of the monument shall be approximately 7'L x 2'W x 5'H. Contractor shall submit exact dimensions and shop drawings to the City of Concord Engineering Department for final approval prior to construction and shall be similar and equal to those provided in the bid documents.
6. The Contractor shall provide brick samples for aesthetic approval by the City of Concord Engineering Department prior to construction. The proposed brick will be equal and similar to the existing brick facades at both sites.
7. Contractor shall include on each of the two signs, a bronze dedication plaque with desired wording (to be provided) upon request, and shall fit and be permanently adhered to the side of each of the monument signs. The plaque shall be weatherproof and approximately 12" x 22" in portrait (vertical) format.

SPECIAL PROVISIONS [CONT'D]
EXISTING TECHNOLOGY CENTER SITE



SPECIAL PROVISIONS [CONT'D]
PROPOSED TECHNOLOGY CENTER SIGN



SPECIAL PROVISIONS [CONT'D]

EXISTING LARKHAVEN SITE



PROPOSED LARKHAVEN CENTER SIGN



**PROPOSED TECHNOLOGY CENTER PLAQUE
TO READ AS FOLLOWS**

**Neighborhood Networks
Technology Center**

City of Concord Housing Department

**With the assistance of the
U. S. Department of Housing and Urban Development**

CITY COUNCIL
J. Scott Padgett, Mayor
Ella Mae Small, Mayor Pro-Tem

W. Lamar Barrier	Alfred M. Brown, Jr.
Hector H. Henry II	Jim Ramseur
David W. Phillips	John Sweat, Jr.

W. Brian Hiatt, City Manager
Jim Hipp, Assistant City Manager
Angela Jones Graham, Executive Director of Housing
Ike's Construction, Inc., Contractor
2009

**EXISTING LARKHAVEN PLAQUE
TO BE MOVED TO NEW MONUMENT**



NOTICE OF AWARD

TO:

FROM: City of Concord City Council (OWNER)
P.O. Box 308
26 Union Street, South
Concord, North Carolina 28026-0308

PROJECT:
CITY OF CONCORD MONUMENT SIGNS, PROJECT # 2011-072

You are hereby notified that the bid submitted by you for the above named project in response to the City of Concord's Invitation to Bid dated **SEPTEMBER 13, 2012** in the amount of

_____ and _____/100 DOLLARS

(\$_____) has been accepted.

You are hereby required to execute the formal AGREEMENT with the City of Concord City Council and to furnish any and all Contractor's Bond(s), Certificate of Insurance and Power of Attorney(s) along with other documents pertaining to the work as designated by the City of Concord.

If you fail to execute said AGREEMENT and to furnish this and any other required documents pertaining to the work within ten (10) days from the date of delivery of this NOTICE OF AWARD, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and to award the work covered by your proposal to another, or to re-bid the work or otherwise dispose thereof as the Owner may see fit.

Dated this the _____ day of _____, 2012_____

City of Concord, North Carolina

CONTRACTOR

By: _____

By: _____

Title: City Manager

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the ____ day of _____, 20____.

NOTICE TO PROCEED

TO:

FROM: City of Concord City Council (OWNER)
P.O. Box 308
26 Union Street, South
Concord, North Carolina 28026-0308

PROJECT:
CITY OF CONCORD MONUMENT SIGNS, PROJECT # 2011-072

Contract Amount: _____ and ___/100 DOLLARS
(\$_____).

You are hereby notified to commence work on or before the _____ day of _____, 2012, pending acceptance of your Certificate of Insurance and any other required documents.

Your project final completion date is therefore the _____ day of _____, 2012, and as set forth in the above named project's schedule unless an extension is granted by the City of Concord Director of Engineering in writing.

City of Concord, North Carolina

By: _____

Title: City Manager

Dated this the ____ day of _____, 2012__.

STANDARD FORM CONSTRUCTION CONTRACT

This contract is made and entered into as of the ___ day of _____, 20____, by the City of CONCORD (“City”) and _____ (“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 _____.

Sec. 1. Background and Purpose. This project includes the installation of electrical lines for lighting, the construction of a monument sign, and landscaping.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the work as described in Section 1 above at the charges set forth either in this paragraph or in Exhibit “A”. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties. In this contract, “services” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as described in this paragraph below OR as described in Exhibit A attached. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the City and the Contractor agree to and execute a written change order. The City shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this contract or in a duly-approved change order.

Sec. 4a. Retainage. The City shall withhold no retainage on Contracts having a “total project cost” of less than \$100,000.00. The City may withhold retainage on contracts having a total project cost between \$100,000 and \$200,000. The City shall withhold retainage on contracts whose total project cost exceeds \$300,000.

When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor’s performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Sec. 4b. Liquidated Damages. The contractor shall complete all work within 60 days from notice to proceed. If this deadline is missed, the City will charge liquidated damages to the

contractor. Liquidated damages for failure to meet the deadline as described in this section shall be \$250.00 per calendar day.

Definitions:

“Total Project Cost”: Total value of the Contract and any approved change orders or amendments.

“Project Fifty Percent Complete”: When the Contractor’s gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the contract, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor’s gross project invoices for the purpose of determining whether the project is fifty percent complete.

Sec. 5. Term. The Contractor shall commence work within ten (10) days of the date of its receipt of written Notice to Proceed from the City. The date that is ten (10) days from the date of the Contractor’s receipt of the Notice to Proceed shall be the “Commencement Date.” All work as set forth in the Scope of Services in Exhibit “A” shall be completed within **sixty (60)** calendar days of the Commencement Date. The date that is **sixty (60)** calendar days from the Commencement Date shall be the “Completion Date.” Time is of the essence with regard to this Project. If Contractor’s obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit “A.” The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit “A”.

Sec. 6. Contractor’s Billings to City. Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit A. Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month in order to expedite payment. Upon receipt of the request the City Purchasing Agent shall verify the amounts and if correct forward the request to the Accounts Receivable Division of the Finance Dept. Final payment on the contract shall be made in 45 days, except in the case of retainage. Within 60 days after the submission of the final pay request, the City (with the written consent of the surety) shall release to the Contractor all retainage payments IF the City receives a certificate of substantial completion from the architect, engineer or designer-in-charge of the project OR the City receives beneficial occupancy and use of the project. In either case, the City may retain up to 2.5 times the estimated value of the work to be completed or corrected.

Sec. 7. Insurance. Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>		<u>Minimum Limits</u>
Workers’ Compensation		\$100,000 each accident, \$500,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit
General Liability	<input type="checkbox"/>	\$500,000 per occurrence if contract does not exceed 30 days and does not exceed \$25,000; otherwise,
	<input checked="" type="checkbox"/>	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	<input checked="" type="checkbox"/>	\$500,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/>	\$1,000,000 per occurrence
Umbrella	<input checked="" type="checkbox"/>	\$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000;

otherwise,
\$2,000,000

Sec. 8. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** prior to execution of this Agreement by the City so that they may be attached to this Contract prior to execution by the City. 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, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial Agreement period of **one year** and shall be renewed by the contractor for any subsequent renewal period of the Agreement. The anticipated beginning date for insurance coverage is **<Insert Start Date Here>** and the anticipated ending date for insurance coverage is **<Insert End Date Here>**.

The City shall be named as an **additional insured** on all policies except Workers' Compensation and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

B. All those doing business with the City must have a current **Privilege License** issued by the City of Concord if a privilege license is authorized by law.

C. Contractor shall provide a completed **W-9** form to the City prior to execution by the City of this Agreement.

Sec. 9. Performance of Work by Contractor.

(a) The Contractor warrants that all work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the City of written final completion of the work.

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

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

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

(d) The City shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the City Manager or his designee, after

receipt of notice, the City shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

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

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

(g) In the event the Contractor's warranty has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City-furnished material or design.

Sec. 10. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 11. Attachments. The following attachments are made a part of this contract and incorporated herein by reference: Exhibit A – Bid Form, Exhibit B – General Conditions, Exhibit C – Supplementary Conditions, Exhibit D – Project Special Provisions, Exhibit E – Minority Business Forms, Exhibit F – Federal Labor Standards Provisions HUD-4010, Exhibit G – Wage Decision

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 12. 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, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:
Sue Hyde, Director of Engineering
City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704) 786-4521

To the Contractor:
Albert Benschhoff, Esq.
City Attorney
PO Box 308
Concord, NC 28026
Fax Number: (704) 784-1791

(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. 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. 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 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 City that are otherwise provided in or arise out of this contract. 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. 14. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor’s correct legal entity.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus 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 Cabarrus 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 City 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 estop, limit, or impair the City 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 City’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 City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’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, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY 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 CITY 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 insure 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) No Third Party Right Created. This contract is intended for the benefit of the City 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, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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.

(The following section applies to construction contracts only if amount is over \$50,000)

Sec. 16. Bonding. Both performance and payment bonds for the full amount of this Contract are required to be attached. Instead of bonds, you may submit a letter from your banker or stockbroker stating that cash, certified checks or government securities in the amount of this Contract will be submitted. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the City. The payment bond shall be in an amount equal to 100% of the Contract, and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performance labor for which a contractor or subcontractor is liable.

Sec. 17. Dispute Resolution. It is understood and agreed that NCGS 143-128(f1-g) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the City. In compliance with this statutory provision, the City specifies this Section as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Section and NCGS 143-128(f1-g).

This Section 17 does not apply to:

(a) The purchase and erection of prefabricated or relocatable buildings or portions of such buildings, except that portion of the work that must be performed at the construction site; or

(b) The erection, construction alteration or repair of a building when the cost of such building is \$300,000 or less.

17.1 Any dispute arising between or among the Parties listed in Section 17.3 that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and NCGS 143-128(F1-g) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

17.2 For purposes of this Section the following definitions shall apply:

a. *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of NCGS 143-128 and does not include any agreement related to the Project that is not subject to said statute.

b. *Construct or construction* refers to and includes the erection, construction, alteration or repair of the Project.

c. *Party or Parties* refers to the parties listed in Section 16.4.

d. *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section and NCGS 143-128(f1-g), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

17.4 In order to facilitate compliance with NCGS 143-128(f1-g), the Contractor and all other Parties shall include this Section in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

17.6 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section and NCGS 143-128(f1-g), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.7 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly,

severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.10 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the mediator shall determine.

17.13 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.14 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

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

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____

By: _____

City Manager

Signature of President/Vice President/Manager/Partner

ATTEST BY:

Printed Name: _____

Title: _____

City Clerk
SEAL

ATTEST:

officer

BY: _____

Signature of Vice President, Secretary, or other

Printed Name: _____

Title _____

SEAL

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER:

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

Signature

For Office Use Only:
Charge to P.O. # _____
Due _____

City of Concord
Post Office Box 308
Concord, North Carolina 28026-0308

PROJECT:

Date Notice to Proceed:
Completion Date:
Days Remaining in Contract:
Percent Work Complete:
Percent Time Complete:
Percent Payment Complete:

**APPLICATION FOR PAYMENT NO. _____ SHEET NO. _____ OF
PERIOD FROM: _____ TO:**

CERTIFICATE OF THE CONTRACTOR

To the best of my knowledge and belief, I certify that this periodical estimate is correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between the undersigned contractor and the City of Concord.

GROSS AMOUNT OF PARTIAL PAYMENT -----\$

LESS: RETAINAGE AT _____ PERCENT -----\$
PREVIOUS PAYMENT -----\$
LIQUIDATION DAMAGES
_____ DAYS @ \$_____ -----\$
OTHER DEDUCTIONS:

TOTAL DEDUCTIONS ----- \$

NET AMOUNT DUE THIS ESTIMATE -----\$

Name of Contractor: _____ Address:

Signed: _____ Title: _____ Date:

CERTIFICATE OF CONSTRUCTION ADMINISTRATOR/ENGINEER

I certify that I have verified this periodical estimate and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied under the contract.

Consultant Engineer: _____ Date:
Construction Administrator: _____ Date:

APPROVED AND PAYMENT RECOMMENDED:

CITY OF CONCORD

Signed: _____ Title: _____ Date:

Pay Request

ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE	QUANT. THIS EST.	TOTAL THIS EST.	QUANT. PREV. EST.	TOTAL PREVIOUS	QUANT. TO DATE	TOTAL TO DATE	QUANT. DIFF.	TOTAL DIFF.
1			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
2			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
3			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
4			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
5			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
6			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
7					\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
8			EA		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
9			LBS		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
10			SF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
11			SF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
12			LF		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
13													
a			EA		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
b			EA		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
c			EA		\$ -		\$ -		\$ -	0.00	\$ -	0.00	\$0.00
Add 1			EA				\$ -		\$ -	0.00	\$ -	0.00	\$0.00
Add 2			LS				\$ -		\$ -	0.00	\$ -	0.00	\$0.00
Add 3			LF				\$ -		\$ -	0.00	\$ -	0.00	\$0.00
Add 4			SY				\$ -		\$ -	0.00	\$ -	0.00	\$0.00
Add 5			SY				\$ -		\$ -	0.00	\$ -	0.00	\$0.00
	Base Bid	\$			\$ -		\$ -		\$ -		\$ -		\$0.00
	10 % Contingency	\$			\$ -								\$ -
	Total Base Bid	\$			\$ -								\$0.00

**CITY OF CONCORD
 CONCORD, NORTH CAROLINA
 CONTRACT CHANGE ORDER**

Project: _____ **Date:** _____

Owner: City of Concord **Change Order No.** _____

To: _____
 (CONTRACTOR)

Account No. _____
Purchase Order No. _____

You are hereby requested to make the following changes in this Contract to comply with the provisions of the attached and/or the original Contract Documents.

Item No.	Description of Changes	Additions	Deductions
		\$0.00	\$0.00

Original Contract Amount
Net Changes by Previous Change Orders
Net Changes this Change Order \$0.00

New Contract Amount \$0.00

The Contract Time will be _____ by _____ calendar days.
 The Completion Date as of this Change Order is: _____

Accepted: (Contractor) _____
By: _____ **Date:** _____

Accepted: CITY OF CONCORD
By: _____ **Date:** _____

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

By: _____ **Date:** _____
 Finance Director

CERTIFICATE OF INFRASTRUCTURE COMPLETION

PROJECT NAME & NUMBER:	
CONTRACTOR NAME & ADDRESS:	OWNER NAME & ADDRESS:
MISCELLANEOUS INFORMATION:	
INSPECTOR:	

The following items have been inspected, reviewed and found to be complete in substantial accordance with the approved plans and specifications. The dates of completion are those agreed upon by the City of Concord when all construction work and testing was completed. These dates DO NOT initiate the start of any warranty periods of said items(s). Warranty periods shall begin as specified on the CERTIFICATE OF FINAL COMPLETION.

Stormwater System	Approved: _____ Date: _____
Curb & Gutters	Approved: _____ Date: _____
Sanitary Sewer	Approved: _____ Date: _____
Potable Water	Approved: _____ Date: _____
Street Paving	Approved: _____ Date: _____
Sidewalks	Approved: _____ Date: _____
Other	Approved: _____ Date: _____

CITY OF CONCORD

FIELD ORDER

ENGINEERING DEPARTMENT

Post Office Box 308

A. Concord, North Carolina 28026-0308

FIELD ORDER NO _____ CONTRACT _____ DATE _____

PROJECT _____

LOCATION _____

a) TO: _____

THIS ORDER AUTHORIZES YOU TO PROCEED WITH THE ALTERATIONS AND/OR ADDITIONS TO THE WORK AS DESCRIBED HEREIN, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF OUR STANDARD FORM OF CONTRACT.

DESCRIPTION OF WORK: _____

- QUOTATION RECEIVED AND APPROVED BY THE CITY OF CONCORD.
- QUOTATION NOT RECEIVED. PLEASE FURNISH QUOTATION IMMEDIATELY TO THE CITY OF CONCORD FOR CHECK AND APPROVAL.
- TIME AND MATERIAL BASIS. FURNISH TIME AND MATERIAL REPORTS DAILY TO THE CITY OF CONCORD FOR VERIFICATION AND SIGNATURE.
- OTHER _____

AUTHORIZED BY: _____

NORTH
CAROLINA
SALES TAX
REPORT

OWNER: _____

CONTRACTOR: _____

PROJECT: _____

PURCHASE ORDER: _____

DATE	VENDOR NAME	INVOICE NO.	NET INVOICE AMOUNT	STATE TAX AMOUNT	COUNTY TAX AMOUNT	SPECIAL COUNTY TAX	COUNTY PAID
TOTAL							

I certify that the above listed vendors were paid sales tax upon purchases of materials during the period covered by the Construction Estimate, and the property upon which such taxes were paid with or will be used in the performance of this contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials above became a part of or is annexed to the building or structure being erected, altered or repaired.

Contractor or Subcontractor Name
(PRINT)
Signature
: _____
Name
(print): _____
Title: _____

SWORN AND SUBSCRIBED BEFORE
ME THIS ____ DAY OF _____, ____.

NOTARY
PUBLIC

ON _____
MY COMMISSON EXPIRES _____

North Carolina One Call Center, Inc.

North Carolina One Call Center, Inc., a non-profit organization funded by participating utility companies and municipalities in the interest of community and job safety and improved service through damage reduction to the utilities.

A ONE CALL TOLL FREE TELEPHONE NUMBER, 1-800-632-4949, PROVIDES AN AVENUE TO ALL OF THE PARTICIPATING MEMBERS FROM ANY POINT WITHIN THE STATE OF NORTH CAROLINA.

Anyone proposing to excavate, dig, bore, tunnel, blast or disturb the earth in any manner in which buried utilities may be damaged is requested to call the toll-free number between the hours of 6:00 a.m. and 10:00 p.m., Monday through Friday, forty-eight hours before starting the proposed work.

Within minutes of your telephone call, the participating members will be made aware of your plans and will be given pertinent information that has been provided by you about your planned work. You will be told the names of the participating members from whom you can expect a response - if there are buried facilities in the path of your activity, the route of the utilities will be staked and/or marked at no expense to you. If there are no facilities in the area of the planned work, you will be called or notified by a representative of a participating company accordingly.

Should a non-participating utility operator be serving your area, we recommend that you call them on an individual basis. All utility operators, whether company or municipality, will be provided an opportunity to become a member of North Carolina One Call Center, Inc.

Naturally, knowing the route of utilities, the excavator is expected to exercise caution and to avoid damage as the project progresses.

Damage prevention does not just happen – it is a planned and orderly process through which each of us can participate - **YES, WE CAN AND WE WILL DRAMATICALLY REDUCE DAMAGES TO THE UTILITIES IN THE STATE OF NORTH CAROLINA!! THANKS FOR YOUR HELP.**

BEFORE YOU DIG
IN THE INTEREST OF COMMUNITY AND JOB SAFETY AND IMPROVED SERVICE

CALL NORTH CAROLINA ONE CALL CENTER, INC.
1-800-632-4949 OR 811

EXHIBIT C
SUPPLEMENTARY CONDITIONS

1. SCOPE. These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated herein. All provisions that are not so amended or supplemented remain in full force and effect.

2. DEFINITIONS. Add the following definitions to Article 1 of the General Conditions:

Inspector/Observer - Owner's construction Inspector/Observer employed by Owner, or Observer hired by Owner.

Standard Drawings – North Carolina Department of Transportation Raleigh, “Highway Design Branch Roadway Standard Drawings” Latest edition

Standard Specifications - North Carolina Department of Transportation Raleigh, “Standard Specifications for Roads and Structures”, Latest edition.

3. CONTRACT DOCUMENTS INTENT. Add the following new paragraph immediately after Paragraph 3.2.1.2 of the General Conditions:

3.2.1.3 "The Standard Specifications and Standard Drawings as a whole will govern the construction of the entire Work. The applicable provisions thereof will govern Work to be performed under each section of the Contract."

4. UNDERGROUND FACILITIES. Add the following paragraph to Article 4 of the General Conditions:

4.4.2.3. "Generally, service connections are not indicated on the Drawings. Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities and by prospecting."

5. BONDS AND INSURANCE. Add the following paragraphs to Article 5 of the General Conditions:

"5.01. Sureties and Insurers; Certificates of Insurance. All Bonds and insurance required by the Contract Documents shall be obtained from surety or insurance companies that are duly licensed or authorized to issue Bonds or insurance policies for the limits and coverages required in the jurisdiction in which the Project is located.

6. OVERTIME WORK. Add the following new paragraphs immediately after Paragraph 6.2 of the General Conditions:

"6.2.3. No Work shall be done between 6:00 p.m. and 7:00 a.m. without permission of Owner. However, emergency work may be done without prior permission.

6.2.4. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night."

7. PERMITS. Add the following new paragraph immediately after Paragraph 6.8 of the General Conditions:

‘6.8.2. Owner will obtain and pay for the following permits:’

- a. ~~NCDOT Encroachment Agreements~~
- b. ~~Erosion and Sediment Control Plan~~
- c. ~~City of Concord Water Permit—Authorization To Construct~~
- d. ~~USACE 401/404 Nationwide 12 Permit~~

8. LAWS AND REGULATIONS. Add the following new paragraphs immediately after Paragraph 6.9.3 of the General Conditions:

"6.9.4. Safety and Health Regulations. North Carolina "Occupational Safety and Health Standards for General Industry" shall apply to Work under this contract.

6.9.5. Contract Determination - Debarment. This contract will not be awarded to a Contractor that has been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment or any of the offenses enumerated in G.S. 133-27.

Subcontracts of any tier will not be awarded to a subcontractor (or firm) that has been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

The Contractor will complete and submit with the bid the certification pertaining to debarment included in the Bid Forms section of this document.

6.9.6. North Carolina License Requirements. Pursuant to Section 87-15, General Statutes of North Carolina, Bidders must show evidence of a North Carolina Contractor's License prior to consideration of their Bids."

9. TAXES. Add the following new paragraph paragraphs immediately after Paragraph 6.10.1 of the General Conditions:

"6.10.2. The Contractor shall, without additional expense to the Owner pay all applicable federal, state, and local taxes of every kind and character, except taxes and assessments on the real property comprising the site of the project, and such taxes shall be considered incidental and included in the total bid.

6.10.3. The Contractor shall submit to the Owner certified proof evidencing the payment of Sales and Use Tax on all materials purchased and tool and equipment rentals paid by the Contractor for governmental projects. The Certified statement shall be on a form acceptable to the Owner and shall itemize such purchases and rentals and the tax paid thereon, and certify that the materials, tools, and equipment were used for this project. Such statements shall be furnished to the Owner in triplicate, monthly, with the partial payments."

10. DOCUMENTATION TO ACCOMPANY APPLICATIONS FOR PAYMENT. Add the following new paragraphs immediately after Paragraph 14.2 of the General Conditions:

"Contractor's Applications for Payment shall be accompanied by the documentation specified herein.

Summary Sheet. Provides partial payment application summary figures and approval signatures.

Contractor's Affidavit. Certifies compliance with Contract Documents and that all previous amounts have been paid for which previous partial payment applications have been submitted.

Tax Statement and Certification. Certifies and summarizes payment of state and local taxes. Requires original signatures and notary seal.

Schedules and Data. During the progress of the Work, each application for Payment shall be accompanied by Contractor's updated schedule of operations, or progress report, with such shop drawings schedules, procurement schedules, value of material on hand included in application, and other data specified in Division 1 or reasonably required by Engineer."

Materials and Equipment. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor.

Partial payments will not be made for undelivered materials or equipment."

11. FINAL APPLICATION FOR PAYMENT. Add the following new paragraph paragraphs immediately after Paragraph 14.7.1.2 of the General Conditions:
"Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety."
12. DISADVANTAGED BUSINESS ENTERPRISE – Add the following new Article immediately after Article 16.0.

ARTICLE 17.0 – DISADVANTAGED BUSINESS ENTERPRISE

The DBE goal for this project is 10%. The Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as goals for this contract.

Only those DBE firms that are currently certified with the North Carolina Department of Transportation or another North Carolina municipality will be considered acceptable for listing in the bidder submittal of DBE participation.

All DBE forms must be filled out completely. Failure to complete the required forms will cause the bid to be considered nonresponsive and the bid may be rejected.

The apparent lowest responsible, responsive bidder must submit within 72 hours after notification of being low bidder Affidavit C, Affidavit D or Affidavit B as provided in the Bid Forms. Failure to submit these documents is grounds for rejection of the bid.

**EXHIBIT D
PROJECT SPECIAL PROVISIONS**

1. GRANT REQUIREMENTS

The project will be funded by several sources. One which will be out of a federal grant and will require additional paper work for a Quarterly Performance Report as noted in the attached documents as well as Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity; Davis-Bacon Wage Decision for Cabarrus County; and Instructions for MDEIWBE Utilization in Contractor/Subcontractor.

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be made a part of all solicitations for offers and bids on all Federal and federally-assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade	Goals for female participation for each trade
15.7%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed. The Contractor shall provide written notification to the appropriate Regional Office of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any):

City of Concord, Cabarrus County, North Carolina

INSTRUCTIONS
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS,
COOPERATIVE AGREEMENTS,
AND OTHER FEDERAL FINANCIAL ASSISTANCE

Standard Form 334

A. General Instructions:

MBE/WBE utilization is based on Executive Orders 11625, 12138 and 12432 and OMB Circular A-102. Standard Form 334 must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance valued at \$500,000 (Footnote 1) or more *and* which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report to agency award officials within one month following the end of each Federal fiscal year quarter (i.e. January 31, April 30, July 31 and October 31) during which *any* procurement in excess of \$10,000 is actually executed under this assistance agreement.

B. Definitions:

Procurement is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A *minority business enterprise* (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; *and* (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of *minority individuals* used by all Federal financial assistance agencies. However, recipients shall presume that minority individuals include Black Americans, Hispanic-Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive Order 11625. The reporting contact at your Federal financial assistance agency can provide additional information.

There is no reporting threshold for the Environmental Protection Agency (EPA). Recipients of EPA financial assistance must report under all assistance.

more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; *and*, (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBENYBE procurement goals.

The following affirmative steps for utilizing MBEs and WBEs are suggested:

1. Inclusion of MBEs/WBEs on solicitation lists.
2. Assure MBEs/WBEs are solicited once they are identified.
3. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.

4. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.
6. Require that each party to a subgrant, subagreement, or contract award take the affirmative steps outlined here.

C. Instruction for Part I:

1. Complete Federal fiscal year and check applicable reporting quarter. (Federal fiscal year runs from October 1 through September 30.)
2. Identify the Federal financial assistance department or agency including the bureau, office or other subactivity which administers your financial assistance agreement.
3. Identify the agency, state, authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.
- 4a. Assistance agreement number assigned by Federal financial assistance agency.
- 4b. If appropriate, identify specific department or agency Federal financial assistance program under which this project is awarded.
- 4c. Check type of Federal assistance.
- 5a. Period during which contracts and other purchases under this award will actually be executed.
- 5b. Includes procurement using Federal funds plus recipient matching funds and funds from other sources.
- 5c. Portion of total procurement dollars recipient plans to spend with MBEs or WBEs this fiscal year. With the concurrence of the Federal financial assistance agency, a fair share goal shall be determined by each recipient.
- 5d. Dollar amount of all MBEI/WBE contracts awarded under this assistance agreement this quarter.
- 5e. Check only if one or more procurements in excess of \$10,000 were executed this reporting quarter but no MBEI/WBE procurements occurred. Sign and date form and return it to Federal financial assistance agency.
6. Additional comments or explanations. Please refer to specific item number(s) if appropriate.
7. Name and title of official administrator or designated reporting official.
8. Signature and month, day, year report submitted.

D. Instructions for Part II:

For each MBEI/WBE procurement over \$10,000 made under this assistance agreement during the reporting quarter, provide the following information. (Recipients may also report on individual MBEI/WBE procurements of less than \$10,000 if they want these credited toward their MBEI/WBE goals, however, reporting on smaller procurements is not required.)

1. Check whether this is a *first tier* procurement made directly by Federal financial assistance recipient or other *second tier* procurement made by recipient's subgrantee or prime contractor. Include all qualifying second tier purchases executed this quarter regardless of **when the first tier** procurement occurred.
2. Check MBE or WBE.
3. Dollar value of procurement.
4. Date of award, shown as month, day, year.
5. Using **codes at** the bottom of the form, identify type of product or service acquired through this procurement (eg., enter 1 if agriculture, 2 if mining, etc.).
6. Name and address of MBEI/WBE firm.

EXHIBIT E

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

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

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

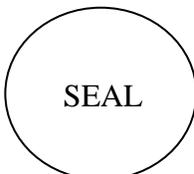
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

EXHIBIT E

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

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

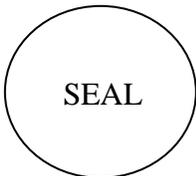
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

EXHIBIT E

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

_____ (Project Name)
Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____



EXHIBIT E

State of North Carolina

AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

(Name of Bidder)

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

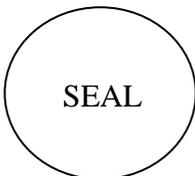


EXHIBIT F

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

**EXHIBIT G
WAGE DECISION**

General Decision Number: NC120090 01/06/2012 NC90

Superseded General Decision Number: NC20100127

State: North Carolina

Construction Type: Highway

Counties: Anson, Cabarrus, Gaston, Mecklenburg and Union
Counties in North Carolina.

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

Modification Number	Publication Date
0	01/06/2012

SUNC2011-071 09/16/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.70	
CEMENT MASON/CONCRETE FINISHER		
Anson, Cabarrus, and		
Gaston County.....	\$ 12.87	
Mecklenburg County.....	\$ 12.62	
Union County.....	\$ 12.75	
INSTALLER - GUARDRAIL		
(Includes Guardrail/Post		
Driver Work).....		
	\$ 11.16	
IRONWORKER, REINFORCING.....	\$ 14.88	
LABORER		
Asphalt, Asphalt		
Distributor, Raker, and		
Spreader.....		
	\$ 11.78	
Common or General		
Anson and Cabarrus		
Counties.....	\$ 11.14	
Gaston County.....	\$ 10.63	
Mecklenburg County.....	\$ 11.55	
Union County.....	\$ 10.32	
Concrete Saw.....	\$ 14.26	
Landscape.....	\$ 10.35	
Luteman.....	\$ 12.88	
Mason Tender -		
Cement/Concrete.....	\$ 11.25	
Pipelayer.....	\$ 12.93	

Traffic Control - Cone
 Setter.....\$ 12.53
 Traffic Control - Flagger...\$ 9.99

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
 Anson, Cabarrus, and
 Gaston Counties.....\$ 14.21
 Mecklenburg County.....\$ 13.79
 Union County.....\$ 14.53
 Broom/Sweeper.....\$ 13.97
 Bulldozer
 Anson, Cabarrus, and
 Gaston Counties.....\$ 15.46
 Mecklenburg County.....\$ 15.90
 Union County.....\$ 14.96
 Crane.....\$ 19.11
 Curb Machine.....\$ 14.43
 Distributor.....\$ 14.99
 Drill.....\$ 16.68
 Grader/Blade
 Anson, Cabarrus, Gaston,
 and Union Counties.....\$ 17.99
 Mecklenburg County.....\$ 18.65
 Loader
 Anson, Cabarrus, Gaston,
 and Union Counties.....\$ 14.46
 Mecklenburg County.....\$ 14.43
 Mechanic.....\$ 17.13
 Milling Machine.....\$ 15.80
 Oiler.....\$ 14.36
 Paver.....\$ 16.65
 Roller
 Anson, Cabarrus, Gaston,
 and Union Counties.....\$ 13.22
 Mecklenburg County.....\$ 13.29
 Scraper.....\$ 15.85
 Screed.....\$ 15.23
 Tractor.....\$ 14.47

TRUCK DRIVER

4 Axle Truck.....\$ 11.90
 Distributor.....\$ 16.75
 Dump Truck
 Anson, Cabarrus, and
 Gaston Counties.....\$ 13.46
 Mecklenburg County.....\$ 13.79
 Union County.....\$ 13.49
 Flatbed Truck.....\$ 15.02
 Lowboy Truck
 Anson, Cabarrus, Gaston,
 and Mecklenburg Counties...\$ 15.26
 Union County.....\$ 15.23
 Off the Road Truck.....\$ 15.00
 Single Axle Truck.....\$ 12.13
 Tack Truck.....\$ 16.52
 Water Truck.....\$ 13.16

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

