Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

August 4, 2011

To: Interested Contractors

SUBJECT: Solicitation of Quotes
Installation of Traffic Signal Equipment and Associated Construction and Maintenance Work
Contract No. 4513-FY12

The City of Concord Transportation Department is requesting quotes for the installation of Traffic Signal equipment and associated construction/maintenance work under its jurisdictional maintenance responsibility in Concord, N. C. for the 11-12 fiscal year. Enclosed is a set of Quoting Documents for your information and further details. If interested, please provide us with your signed quote in a sealed envelope by the date specified on the Quoting Form. Thank you for your consideration and if you have any questions with this quote request, please call Daniel Johnson, P.E. at 704-920-5377.

Sincerely,

CITY OF CONCORD

J. K. Wilson, III, P.E.,
Transportation Director

JKW/lmp

Enclosure

cc: Judy Cox: Administrative Assistant
Sid Talbert: Purchasing Department

Transportation
Phone (704) 920-5362 • Fax (704) 795-0404

Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work

Contract No. 4513-FY11-12

TRANSPORTATION DEPARTMENT

P.O. Box 308 - 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308

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TRANSPORATION DEPARTMENT

EXHIBIT "A"
GENERAL CONDITIONS AND QUOTE FORM

Solicitations of Quotes for the
Installation of Traffic Signal Equipment and Associated Construction/Maintenance
Contract No. 4513-FY12

The City of Concord is requesting quotes for the installation of Traffic Signal equipment and associated construction/maintenance work under its jurisdictional maintenance responsibility as further described below. If you wish to place a quote on this work, please fill out the quoting sheet that is attached and return the quote at the address listed below.

Definitions:

City – the City of Concord, North Carolina.
Contract – the executed agreement between the City of Concord and the successful Quoter, covering the performance of the work and the compensation therefore. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein, and shall specifically include, but not be limited to, the quote form, the printed contract form and all attachments thereto, the contract bonds, insurance forms, the plans, the Standard Specifications and all supplemental specifications thereto, the general conditions, and all executed supplemental agreements, all of which constitute one instrument.
Contractor – the Contractor named in the contract documents.
Director – City of Concord Transportation Director or his Designee.
Designee – An individual appointed and authorized to represent the Director.
Emergency Work – All work of an emergency nature not covered by standard, planned non-emergency work performed by the Contractor upon specific and direct notification by the Director.
MUTCD – Manual on Uniform Traffic Control Devices, Latest Edition together with all addenda thereto.
NCDOT – North Carolina Department of Transportation.
Planned Work – Standard, non-emergency signal work including new installation and any replacement work performed after a Notice to Proceed has been issued.
Proposal requirements – the legal and procedural documents, any general and special provisions, together with modifications thereof, and Standard Specifications requirements, with all addenda thereto.
OSHA - Occupational Safety and Health Administration
Quoter - An individual, partnership, firm, corporation, or joint venture submitting a quote for the work contemplated.
Standard Drawings - North Carolina Department of Transportation Raleigh, "Highway Design Branch Roadway Standard Drawings" Latest Ed. and / or the North Carolina Department of Transportation Traffic Management & Signal Systems Unit Design Manual.
Standard Specifications – North Carolina Department of Transportation Raleigh, "Standard Specifications for Roads and Structures", Latest Ed. and the "Highway Design Branch Roadway Standard Drawings" Latest Ed.

Subcontractor – any person, firm, partnership, corporation, with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes materials.
Transportation Department – City of Concord Transportation Department.
Work – the entire completed service or the various, separately identifiable parts, labor, material or requirement thereof needed to perform such under the contract documents to the satisfaction of the City.

Project Information:

The work under Contract No. 4513-FY12 consists of the selected Contractor providing traffic signal and associated construction/maintenance work in and adjacent to the City of Concord as directed by the Transportation Department. The work the installation, upgrade, or repair of signals on an as needed basis and includes, but is not limited to: saw cutting roadway surfaces, placement of embedded loops and sealant, trenching, placement of conduit and junction boxes, installing poles, guys, span wire, cables, heads, visual detection equipment, and conduit. The work shall include the full cost of all special subcontracting, permits, licenses, certifications, materials, labor, equipment, tools, miscellaneous hardware, consumables, adhesives and sealants, incidentals, transport, storage, traffic control, safety operations, testing, operational start-up, cleanup, removal of old assemblies, disposals, returns of all unused materials, and warranty maintenance needed for completion of the work to the satisfaction of the Transportation Department in this contract.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the manufacturers' drawings, specifications, and requirements, the Standard Drawings, Standard Specifications, MUTCD, the latest requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), OSHA, Underwriter's Laboratory (UL), all applicable Federal, State, and local laws, ordinances and regulations. If successful Contractor does not hold the proper license to perform the electrical work of this contract, subletting for such work to a licensed Subcontractor will be required (see Subletting of Contract and Contractor's License below).

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed and the work re-executed at no cost to the City.

Time of Contract:

The Notice to Proceed (Date of Availability) for this Project is projected to be Monday, September 12, 2011. This contract expires June 30, 2012.

The Contractor shall submit this quote for one year. At the option of the City, this contract may be extended, with the consent of the Contractor for one more year. If, by mutual consent, the contract is extended, the price quoted for each line item shall be negotiated but shall in no case exceed an increase of 3%. No other changes to the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Director will notify the Contractor, in writing, by May 1, 2012 if the contract may be extended. The Contractor must notify the Director, in writing by May 15, 2012 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be perceived as a rejection of the proposed contract extension.

No work will be permitted and no authorization will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

Contract Administration:

The general responsibility for the administration of this contract will be done by the Director or his designee. All work, reports, and requests for payment shall be subject to inspection and evaluation by the Director or his designee at any time.

The Director acting directly or through his duly authorized designee will decide all questions which may arise as to the quality and acceptability of the work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. The Director's decision shall be final and shall have executive authority to enforce and make effective such decisions and orders if the Contractor fails to carry out promptly.

Conformity with Contract:

The presence of the Director or an Inspector at the work site shall in no way lessen the Contractor's responsibility for conformity with the provisions of this contract. Should the Director or Inspector fail to point out work not in conformance with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

The Director or Inspector shall have the authority to suspend the work wholly or in part for such periods as deemed necessary for any of the following reasons:

1. Conditions considered unfavorable for the suitable prosecution of the work,
2. The contractor's failure to correct conditions unsafe for working staff or the general public,
3. The Contractor has not carried out orders given by the Director, or
4. The Contractor's failure to perform provisions of the contract.

No extension of the completion date will be allowed for the above suspensions.

Subletting of Contract:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title or interest therein, without written consent of the City. Subletting of this contract or any portion of the contract shall conform to the provisions of these General Conditions and the Standard Specifications Article 108-6. The Contractor will not be permitted to sublet more than 50% of the total contract amount.

The Contractor will be required to obtain written approval from the Director for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with the Standard Specifications.

Contract Time and City's Right to Terminate Contract:

This contract shall commence on the effective date given in the Contract Agreement and shall be effective through June 30, 2012. Any requests for extensions to the contract time shall be made in

writing by the Contractor and approved by the Director. The City shall have the right to suspend work or to terminate the contract after giving at least ten (10) days written notice of suspension or termination to the Contractor.

Contractor's License:

If the selected Contractor does not hold the proper license to perform the electrical work of this contract, such work will be required to be sublet to a Subcontractor properly licensed in accordance with the North Carolina General Statutes under the requirements for the licensing of electrical contractors.

Bonds and Bonding:

A Bond to quote this work will not be required. The successful quoter will not be required to provide a Payment Bond or a Performance Bond for the work.

City Privilege License:

The selected Contractor and any Subcontractor(s) will be required to hold a current City of Concord Privilege License. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement.

Insurance:

The Contractor shall procure and maintain insurance for the contract time by the Contractor, at his own expense, in an amounts and coverage as stated in Sec. 7 of the **CONSTRUCTION CONTRACT FOR** Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work, Contract No. 4513-FY12.

Certificates of Insurance and proof thereof shall be furnished to the Director and approved by the City of Concord Safety, Health and Risk Manager and City Attorney(s) prior to commencement of the work. For further information with regards to what is required on the Certificates of Insurance, refer to the spreadsheet for other information and directions for insurance certificates following **EXHIBIT D: ATTACHMENT SHEET FOR CERTIFICATE (S) OF INSURANCE.** These certificates shall contain a provision that coverage's afforded under the policy will not be cancelled unless at least thirty (30) days prior written notice has been given the City.

Indemnity:

Refer to **Sec. 11** of the **CONSTRUCTION CONTRACT FOR** Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work Contract No. 4513-FY12.

Notices to Proceed (Date of Availability) and Scheduling:

The Contractor shall be ready to perform work operations as soon as possible after the issuance of a City Purchase Order Number / Notice to Proceed, but in no event delay the onset of work operations later than fourteen (14) calendar days of delivery of said City Purchase Order Number / Notice to Proceed.

The Contractor will, at no cost to the City, notify the Director within forty-eight (48) hours in advance of beginning Planned Work and thereafter coordinate with the Director or his designee regarding the proposed work schedule / locations and obtain approval and request for cooperative

efforts by the City. The Contractor shall give the Director or his designee sufficient notice of all operations for any sampling, inspection or acceptance testing required.

Prosecution and Progress:

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor's vehicles and equipment shall not be parked within the public right-of-way overnight or at other times when work has been suspended unless approved by the Director, and in no case within 30 feet of the edge of pavement. The Director may designate specific locations for parking equipment. The Contractor is responsible for off-site location of his trucks, equipment and associated material.

Oral Agreements and Claims for Additional Compensation or Extension of Time:

No oral order, objection, claim or notice by any party to the others shall effect or modify any of the terms of obligations contained in any of the contract documents other than by a definitely agreed upon waiver or modification by both the Contractor and the City in writing.

Any claims for additional compensation and/or extensions of the completion date shall be submitted in writing to the Director with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a waiver of any such claims and a bar to recovery.

Supervision By Contractor:

The Contractor shall at all times be responsible for the supervision, conduct, and discipline of his employees and/or Subcontractors and persons employed by said Subcontractors. All foremen and workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman, who in the opinion of the Director, that does not perform his work in a skillful and diligent manner, or who acts in a disorderly or intemperate manner, shall be removed from any portion of the work covered by this contract by the Contractor.

When one or multi-crews are employed, there shall be a designated crew foremen or job superintendent that will represent the Contractor as a single point of contact for the crew(s).

Utility Locations and Conflict:

The Contractor shall be solely responsible for contacting the appropriate utility or agency in the work areas and for the exact locations for all overhead or underground utility or services before starting work. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. It shall be the sole responsibility of the Contractor to verify the location of all utilities and services along and in the work area and to protect such from uninterrupted service. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or their representative, in the restoration of service in the shortest time

possible. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

Any utility or service that, in the opinion of the Contractor, will have to be made safe or temporarily relocated in order to perform the work shall be coordinated between the Contractor and the applicable utility or service provider. No direct payment will be made for this work, as it will be incidental to the project work and payment at the contract unit price for the various Pay Items in the contract will be full compensation for such action.

Any new pole / utility make ready work that is needed to satisfactorily perform the work will be coordinated through the City of Concord Electric Services Department at (704) 920-5306 or the appropriate utility company to avoid any scheduling problems and / or delays.

Traffic Control and Work Zone Safety

All traffic control, pedestrian control, safety, and security associated with the entire work shall be in accordance with Part 6 of the MUTCD latest Edition, the Standard Specifications, Standard Drawings, OSHA, and any other applicable federal, state and local laws and regulations and shall be the responsibility of the Contractor. All hazards associated with the work that may pose as a danger and hazard shall be protected outside of working hours.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all work operations. All traffic control and traffic control devices required for any work operation shall be functional and in place prior to the commencement of that operation. The Contractor shall conduct his/her operations so as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work that the Contractor can prosecute properly with due regards to the rights of the public. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Public traffic shall be permitted to pass through the work-site with as little inconvenience and delay as possible. The Contractor shall maintain existing traffic patterns at all times except in the immediate work zone. Unless otherwise specified or directed by the Director, only one lane of traffic may be closed at any time. Lane closures shall not be permitted during periods of inclement weather or at other times when, in the opinion of the Director, the lane closure would be a hazard to traffic. Convenient access to driveways, houses, and buildings along the line of work shall be maintained. The Contractor shall use standard lane closures in accordance with the Standard Specifications, Standard Drawings, and the MUTCD.

Traffic movements through lane closures on roads with two-way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the MUTCD.

Flaggers and warning signs shall be displayed during all flagging operations and shall be removed when flagging operations are going to cease for a period greater than 30 minutes. During periods of construction inactivity, the Contractor shall return the traffic pattern to the existing alignment.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in the Standard Specifications.

Posted Weight Limits:

The Contractor's attention is directed to the fact that certain bridges in the City of Concord have posted weight limits. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes.

Work Site Security and Conditions:

The Contractor shall at all times so conduct the work as to insure the least possible obstruction to traffic and inconvenience to the general public and businesses in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the City. No road shall be closed to the public except with the permission of the Director. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The Contractor shall provide such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State health authorities.

At the end of each workday, the Contractor shall clean the site of any excess excavation, waste packing material, wire, and all other debris, which result from the work and secure the work from any hazardous condition. The Contractor or his Subcontractor will haul away any such debris or waste material to an approved public receiving facility at his expense. All waste material and components permanently removed are the property of the Contractor. All areas that involve any disruption of topsoil shall be graded and prepared for seeding. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Silt fence and erosion control measures shall be installed in locations directed by the Director or his designee.

Notification of Operations and Liquidated Damages:

The Director will issue notification of Planned work to be performed by the Contractor. The effective start date will be set once the notification is given. Planned work will begin within **14** days and be substantially complete within **30** days from start date. The work should be complete and ready for final inspection on or within **45** days after the effective date of notification. Failure to complete the work within the specified time will result in the assessment of the liquidated damages indicated below. No extensions will be made except as authorized by the Director in writing.

The amount of damages for failure to perform Planned work in a timely manner are difficult to calculate. Instead of calculating the actual damages, an amount of liquidated damages will be set by mutual agreement in the contract. Liquidated damages for Planned work under this contract are One Thousand dollars ($1000.00) per calendar day per each failure to complete a discrete

piece or assignment of Planned work.

Contractor will provide the City with the name, office telephone number, cellular or mobile telephone number and pager of the supervisory employee that will be responsible for Emergency work.

After verbal notification by the City, Emergency work must begin within **8-hours**. After verbal emergency work notification, the Director shall confirm the verbal emergency work notification in writing to the Contractor. All emergency work must be completed the lesser of the written notification time or within **30** calendar days from the date of notification by the City. Failure to complete emergency the work within the specified time will result in the assessment of liquidated damages. No extensions will be made except as authorized by the Director in writing.

The amount of damages for failure to perform emergency work in a timely manner are difficult to calculate. Instead of calculating the actual damages, an amount of liquidated damages will be set by mutual agreement in the contract. Liquidated damages for Emergency work under this contract are two thousand, five hundred dollars ($2500.00) per calendar day per each failure to complete a discrete piece or assignment of emergency work.

Normal Working Hours:

The Contractor will be required to maintain working hours from 9:00 AM to 4:00 PM with a ½ hour unpaid lunch allowance unless otherwise modified by the Director. All work shall be accomplished in a continuous manner once the contractor begins. Normal, daily mobilizations in the course of the work shall be considered incidental to the contract unit prices of all quoted items.

The Contractor shall not narrow or close a lane of traffic, detain or alter the traffic flow, or perform any work that would adversely affect the operation of the intersection between 6:00 a.m. and 9:00 a.m., and between 4:00 p.m., and 6:00 p.m., Monday through Friday, or during holidays, holiday weekends, special events, or any other time deemed appropriate by the Director. Work shall only be performed when weather and visibility conditions allow safe operations.

Night Operations:

The Contractor may, with approval of the Director, conduct his operations during night hours. For the Purposes of this contract, night hours shall be defined as the period between dusk and dawn when natural light, as determined by the Director or his designee, in insufficient to safely and effectively perform contract operations.

If the Contractor elects to perform any phase of this contract during night hours, he shall submit, in writing, to the Director, a full and complete plan for traffic control and construction lighting which shall be approved prior to beginning construction.
All traffic control devices shall meet the requirements for night use as set forth in the Standard Specifications Standard Drawings and MUTCD.

Specifications and Regulations:

All work and materials shall be in accordance with the provisions of the general guidelines of this contract, the Special Provisions and Conditions, the Standard Specifications, Standards Drawings, the NCDOT Traffic Management & Signal Systems Unit Design Manual, the current edition of

the MUTCD, the latest requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), Underwriter's Laboratory (UL), Occupational Safety and Health Administration (OSHA), and all applicable federal, state, and local ordinances and regulations.

The Contractor shall keep himself fully informed of, comply with, give all notices, and secure all permits and approvals associated with Federal, State and local laws, regulations, codes and ordinances in any manner affecting the work, and all such orders and decrees as exist, or may be enacted by bodies having any jurisdiction or authority over the work, and shall indemnify and hold harmless the City against any claim or liability, including the cost of defense and attorney's fee arising from, or based on, the violation of any such laws, regulations, codes, ordinances, order or decree, whether by himself or his employee.

If any device, design, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall hold harmless the City from any and all loss or expense on account thereof in accordance with the first paragraph of this subsection, including its use by the City.

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public property and other items, along and adjacent to the street right-of-way. The Contractor shall use every suitable precaution to prevent damage to such items and especially including vehicles, structures, poles, wires, conduits, underground infrastructure, signs, pavement, monuments, and property marks in the vicinity of the work.

Quality of Materials:

All materials used on the work shall conform to the requirements of Division 17 of the Standard Specifications and must be of a type pre-approved by the NCDOT's QPL at the time of installation unless otherwise designated by the Director.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material that is not properly certified will not be accepted.

Observation Period and Final Acceptance of Installation:

The Director or his designee reserves the right to perform all sampling and testing in accordance with the Standard Specifications and the NCDOT's "Materials and Test Manual." However, the Director may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The observation periods and corresponding guarantee of all equipment, material and workmanship will be enforced in accordance with the Standard Specifications. Workmanship supplied in the installation shall be fully guaranteed for a period of six (6) months after the Final Payment is made to the Contractor. During the observation period and six (6) month workmanship guarantee period, any part of the installation failing to meet requirements contained in this contract shall be replaced at no expense to the City within fourteen (14) calendar days following notification by the Director or his designee. Once replaced or repaired, the observation

period and workmanship guarantee will be reset and begin again after inspection and acceptance by the Director.

The purpose of the observation period is to assess the satisfactory operation of each signal after activation. Final acceptance of all signals by the City of Concord will be after successful completing of the six (6) month workmanship guarantee period.

Method of Measurement:

Measurement of the work will be made based on the actual number of pay item units which have been furnished, installed, and accepted by the City. Methods of measurements shall conform to the requirements for the individual items listed on the Quote form and as specified in various Sections under Division 17 of the Standard Specifications. Quantities indicated on the Quote Form are estimated and not guaranteed; they are solely for comparing quotes.

Basis of Payment and Requests for Payment:

The quantities of pay items, measured as provided above, will be paid for at the contract unit price provided on the Quote Form. In no case will the total amount paid to the Contractor exceed the total contract quote by more than ten percent without prior approval from the City's Finance Department to the Director.

Payment(s) and full compensation for the work will be based on the actual accepted quantities installed and payment (s) shall include any and all related items as specified in the Project Information, Standard Specifications, or any Special Provisions and Conditions attached hereto including, but not limited to, furnishing and installing poles, guys, anchors, span wire, cables, signal heads, conduit, junction boxes, controllers, etc. Installation by the Contractor shall include the full cost of all special subcontracting, permits, licenses, certifications, materials, labor, equipment, tools, miscellaneous hardware, consumables, adhesives and sealants, incidentals, transport, storage, traffic control, safety operations, testing, operational start-up, cleanup, removals of old assemblies, disposals, returns of all unused materials and warranty maintenance needed for completion of the work in accordance with this contract, the manufacturers' drawings, specifications and requirements, Standard Specifications, the NCDOT Traffic Management & Signal Systems Unit Design Manual, MUTCD, NEC, NESC, Underwriter's Laboratory (UL), OSHA, all applicable Federal, State, and local laws, ordinances and regulations, and all else required to the satisfaction of the Director and the City.

There will be no payment made for any item of the work not specifically listed as a quoted pay item as they are considered incidental to the other pay items. There will be no payment for any adapting work on existing utility poles that have been set by the City or other utility companies as this is also considered incidental to the work.

Forms for billing the City for services performed are to be made on forms provided by the City of Concord Finance Department. No other forms will be accepted by the City and processed for payment. Invoices and time sheets shall be in duplicate – one original set to be attached to invoices for City's Finance Department and one copy to be filed with the Transportation Department. Invoices are to be made and be submitted by the 25th day of each month, which shall be processed for payment thirty (30) days after receipt. Submission of Partial and Final Payment Estimates for work on this contract will be made by the following payment schedule:

Payment Estimates	Payment of the contract pay item amount upon the actual, complete, and satisfactory installation and activation of each signal and final inspection.

Note: Any theft of materials or vandalism to the work that occurs during construction, as noted by the Director or his designee shall be repaired or replaced at the expense of the Contractor at no cost to the City. Contractor will insure the work until such is completed and accepted by the City.

Litigation Venue:

Any controversy or litigation arising out of this contract shall be resolved in the courts of Cabarrus County, North Carolina. Also refer to **Sec. 13** of the **CONSTRUCTION CONTRACT FOR** Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work Contract No. 4513-FY12. This contract shall be subject to the laws of the State of North Carolina and with respect to the Prosecution and Progress of the work, time is of the essence.

Submission and Rejection of Quotes:

No Quoter may submit more than one quote. Multiple quotes under different names will not be accepted from one firm or association. A conditional quote will not be accepted. Oral, telephone, facsimile, or telegraph quotes will not be accepted. The Quote form must be filled out and submitted in the bound documents. All quotes will remain subject to acceptance for the number of days set forth in the Quote Form. The City of Concord reserves the right to reject any or all quotes.

Quoters are asked to submit their quotes in a sealed envelope (provided) to the following address by

August 23, 2011

J. K. Wilson, III, P.E., Transportation Director
City of Concord
850 Warren C. Coleman Blvd.
P.O. Box 308
Concord, NC 28026-0308

Please note on envelope

Quote Included

Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work
Contract No. 4513-FY12

Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

QUOTE FORM

Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work

Contract No. 4513-FY12

Line No.	Item Description	Quantity	Unit	Unit Quote Price		Amount Quoted	
				DOLLARS	CENTS	DOLLARS	CENTS
1	Install Various Size Traffic Signal Embedded Roadway Loops (Includes Saw Cut, Loop Wire, & Sealant)	1 loop (240 FT)	LF				
2	Unpaved Trenching w/ 1" PVC Conduit	100	LF				
3	Unpaved Trenching w/ 2" PVC Conduit	100	LF				
4	Furnish and install additional 1" PVC conduit in existing open trench.	100	LF				
5	Furnish and install additional 2" PVC conduit in existing open trench.	100	LF				
6	Directions Drilling w/ (3) 2" HDPE Conduit	100	LF				
7	Furnish and Install Standard Pull Box	1	EA				
8	Furnish and Install Oversized Pull Box	1	EA				
9	Furnish and Install One 40' Class 3 Pole, Properly Grounded	1	EA				

10	Furnish and Install One 45' Class 3 Pole, Properly Grounded	1	EA				
11	Remove Old or Damaged Pole	1	EA				
12	Form and Pour Class A Concrete (Supplied By The Contractor) for Protection of Junction Boxes, Conduits or for Stabilizing Wood Poles as Directed by the Director	1	CY				
13	Furnish and Install 3/8" Down Guy With Standard 8" Eight-Way Anchor And All Necessary Hardware, Properly Grounded.	1	EA				
14	Furnish and Install 3/8" Down Guy And All Necessary Hardware, Properly Grounded to an Existing Anchor	1	EA				
15	Furnish and Install 3/8" Sidewalk Guy With Anchor and Necessary Hardware, Properly Grounded.	1	EA				
16	Furnish and Install 3/8" Sidewalk Guy And Necessary Hardware Properly Grounded to an Existing Anchor.	1	EA				
17	Furnish and Install 1/4" Aerial Span Wire With All Necessary Hardware, Including Strandvises and Clamps. All Hardware and Span Wire Shall be Properly Grounded.	100	LF				

18	Furnish and Install 3/8" Aerial Span Wire With All Necessary Hardware, Including Strandvises and Clamps. All Hardware and Span Wire Shall be Properly Grounded.	100	LF				
19	Reattach Existing Span to New Pole, Furnishing Hardware	1	EA				
20	Furnish and Install 7 Conductor Signal Cable	100	LF				
21	Furnish and Install 4 Conductor Signal Cable	100	LF				
22	Furnish and Install #14-2 Shielded Loop Lead-In cable.	100	LF				
23	Furnish and Install #18-2 Shielded Loop Lead-In cable.	100	LF				
24	Install City provided Cable.	100	LF				
25	Furnish and Install 1" Rigid Metal Conduit, Complete with Weatherheads, LB's, Condulette's, Bushings, etc as required.	100	LF				
26	Furnish and Install 2" Rigid Metal Conduit, Complete with Weatherheads, LB's, Condulette's, Bushings, etc as required.	100	LF				
27	Assemble and Install Vehicular Signal Heads, City Supplied	1	EA				
28	Disassemble and Remove Signalization from an Intersection	1	EA				
29	Install One, Wood Pole Mounted, Pedestrian Head Including All Associated Materials.	1	EA				

30	Install One, Pedestal Mounted Pedestrian Head and All Associated materials	1	EA				
31	Modify and/or Move Vehicular Signal Head(s) With City Supplied Materials	1	EA				
32	Construct and Furnish Concrete Foundation for Base Mounted Cabinet.	1	EA				
33	Install Base-Mounted Cabinet, City Supplied.	1	EA				
34	Install Pole-Mounted Cabinet, City Supplied.	1	EA				
35	Furnish and Install Ground Array.	1	EA				
36	Furnish and Install a 240 VAC Meter Service w/Disconnect	1	EA				
37	Mobilization for Emergency Pole Work Per Occurrence	1	EA				
38	Mobilization for Work to be Performed at Night as Directed by the Director	1	EA				
39	Supply Materials and Install Cylindrical, Concrete, steel reinforced Foundation for Metal support structure.	1	CY				
40	Install Single Metal Strain Pole, City Supplied	1	EA				
41	Install Metal Strain Pole and single Metal Mast Arm, City Supplied	1	EA				
42	Install Metal Strain Pole and Two Metal Mast Arms, City Supplied	1	EA				

43	Furnish and Install SMFO 24 Fiber Cable on 1/4" Messenger Cable	100	LF				
44	Furnish and Install SMFO 24 Fiber Cable in 2" PVC Conduit	100	LF				
45	Fiber Splice for 24 Fiber	1	EA				
46	Install One, Pole Mounted Video Detection Camera and All Necessary Hardware. City Supplied Hardware	1	EA				
47	Supply Materials and Install Foundation for Metal Pedestrian Pedestal	1	EA				
48	Install Metal Pedestrian Pedestal Pole, City Supplied	1	EA				

TOTAL QUOTE FOR PROJECT: _____

Contractor: _____
(Insert exact legal name of corporation, joint venture, business, etc. here)

License Number: _____

Mailing/Billing Address: _____

_____

Telephone Number: (_____) _____

Signed by Authorized Agent: _____ Date _____

Print Name _____ Title _____

NOTE:

1. The above quantities are listed for quoting purposes only. These quantities may not be representative of the total work to be performed during the contract period.
2. This quote shall not add any unauthorized additions, deletions, or conditional quotes.
3. Quoter agrees that any and all excavations are unclassified.
4. This quote will remain subject to acceptance for **30** days after the date of submittal given above and that once accepted and the contract executed between the City and the Contractor that the unit prices shall remain as submitted herewith for a period ending June 30, 2012.
5. Quoter agrees that Planned work will conform to the time line defined in the Notification of Operations section of EXHIBIT "A".

Do Not Separate the Quote Form from the Quoting Packet.

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High Performance Living
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TRANSPORATION DEPARTMENT
EXHIBIT "B"

SPECIAL PROVISIONS AND CONDITIONS
Installation of Traffic Signal Equipment and Associated Construction/Maintenance
Contract No. 4513-FY12

SPC-1 – Project Information
Planned work shall include, but is not limited to, new signal installations and upgrading existing signal locations. Typically, planned work will be done on weekdays during normal working hours. Planned work shall begin as specified in Exhibit A. Separate installations may include poles and anchors in various soils and locations.

Emergency work shall include, but is not limited to, the repair and/or replacement of poles due to crashes, catastrophes, or other accidents. This work will require response to the location within eight hours of notification and shall be completed as soon as possible after work begins. Emergency work may be required during nights, weekends, or holidays.

Any Materials listed in this contract as "City Supplied" or removed materials shall be picked up from, or delivered to, the City of Concord located at the Signal Shop, 30 Market St., Concord, N.C.

SPC-2 – General Instructions to Quoters
- All questions about the meaning or intent of the Quoting Documents and the contract documents shall be submitted to the Director. Interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda mailed, Faxed or delivered to all parties recorded by the Transportation Department as having received the Quoting documents. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contacts with anyone other than those designated during the selection process will automatically eliminate the company/individual from consideration.
- The Quote Form furnished by the City with the proposal shall be used and shall not be altered in any manner. Do not separate the Quote Form from the Quoting Packet.
- All entries on the Quote Form, including signatures, shall be written in ink.
- The Quoter shall submit a unit price for every item on the Quote Form.
- An amount quoted shall be entered on the Quote Form for every item. The amount quoted for each item shall be determined by multiplying each unit quoted by the quantity for that item.
- The total amount Quoted shall be written in the proper place on the Quote Form. The total amount shall be determined by adding the amounts quoted for each item.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Quoter shall initial the change in ink.
- The Quote shall be properly executed. All Quotes shall show the following information:
  a. Name of individual, firm, corporation, partnership, or joint venture submitting quote.
  b. Name of individual or representative submitting quote and position or title.
  c. Name, signature, and position or title of witness.

d. Federal Tax Identification Number
e. Contractor's License Number

- Quotes submitted by corporations shall bear the seal of the corporation and the NC Secretary of State ID Number.
- The Quote shall not contain any unauthorized additions, deletions, or conditional quotes.
- The Quoter shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- A bond or deposit for the Quote is not required.

SPC-3 – Award
The award of the contract, if it is to be awarded, will be made to the lowest responsible Quoter on the total quoted amount of certain Quote Items pre-identified by the City of Concord Transportation Department. The lowest responsible Quoter will be notified of quote acceptance and contract award. The City of Concord reserves the right to reject all quotes.

SPC-4 – Bonding
A Bond to quote this work will not be required. The successful quoter will not be required to provide a Payment Bond or a Performance Bond for the work.

SPC-5 – Sales and Use Taxes
Provisions for sales and use taxes, if any, are set forth by the requirements and direction of the City of Concord Finance Department.

SPC-6 – Line Items Descriptions and Further Information

1) Install Various Size Traffic Signal Embedded Roadway Loops. This Includes saw cut, loop wire, backer, any drilling, immediate road side trenching and sealant.

2) Unpaved trenching. This item includes the special provision and installation of 1" PVC Schedule 40 conduit and any necessary fittings.

3) Unpaved trenching. This item includes the special provision and installation of 2" PVC Schedule 40 conduit and any necessary fittings.

4) Furnish and Install 2" PVC Schedule 40 conduit and any necessary fittings. Line item used for additional conduit installed in open trench.

5) Furnish and Install 1" PVC Schedule 40 conduit and any necessary fittings. Line item used for additional conduit installed in open trench.

6) Directional Drilling. This item includes the drill, reem, and installation of up to 3 2" sections of rolled HDPE conduit as noted in the Standard Special Provisions, 2006.

7) Furnish and Install Standard Pull Box.

8) Furnish and Install Oversized Pull Box.

9) Furnish and Install One 40', Class 3 Pole, Properly Grounded.

10) Furnish and Install One 45', Class 3 Pole, Properly Grounded.

11) Remove Old or Damaged Pole. This Item includes the removal and disposal of any old and/or damaged pole at the direction of the Director.

12) Form and Pour Class A Concrete (Supplied by the Contractor) for Protection of Junction Boxes, Conduits, or for Stabilizing Wood Poles at the Direction of the Director.

13) Furnish and Install 3/8" Down Guy with Standard 8" Eight-Way Anchor and all Necessary Hardware. Including Strandvises, and Clamps, Properly Grounded.

14) Furnish and Install 3/8" Down Guy and all Necessary Hardware, Including Strandvises, and Clamps, Properly Grounded, and Attach to an Existing Anchor.

15) Furnish and Install 3/8" Sidewalk Guy with Anchor and Necessary Hardware, Including Strandvises, and Clamps, Properly Grounded.

16) Furnish and Install 3/8" Sidewalk Guy and Necessary Hardware, Including Strandvises and Clamps, Properly Grounded, and Attach to an Existing Anchor.

17) Furnish and Install ¼" Aerial Span Wire with all Necessary Hardware, Including Strandvises and Clamps. All Hardware and Span Wire Shall be Properly Grounded.

18) Furnish and Install 3/8" Aerial Span Wire with all Necessary Hardware, Including Strandvises and Clamps. All Hardware and Span Wire Shall be Properly Grounded.

19) Reattach existing Span to new Pole, Furnishing all Hardware, Including Strandvises and Clamps. This line item would be utilized when reattaching span to a new pole after a knockdown.

20) Furnish and Install 7 Conductor Signal Cable.

21) Furnish and Install 4 Conductor Signal Cable.

22) Furnish and Install #14-2 Shielded Loop Lead-In Cable in Conduit and/or on Span Wire. Any conduit or span wire necessary to install the loop lead-in wire should be changed to the appropriate line item.

23) Furnish and Install #18-2 Shielded Loop Leak-In Cable in Conduit and/or on Span Wire. Any conduit or span wire necessary to install the loop lead-in wire should be changed to the appropriate line item.

24) Install City provided Cable for a non-standard condition.

25) Furnish and Install 1" Rigid Metal Conduit Complete with Weatherheads, LBs, Condulettes, and Bushings as required. Installation shall be properly bonded.

26) Furnish and Install 2" Rigid Metal Conduit Complete with Weatherheads, LB's, Condulettes, and Bushings as required. Installation shall be properly bonded.

27) Assemble and Install Vehicular Signal Heads, City Supplied. This line item includes all incidental items necessary to install signal heads including wire, wire nuts, and connectors.

28) Disassemble and remove Signalization from an Intersection. This line item will be used when a standard traffic signal installation needs to be removed for upgrade or when the intersection warrants removal of the signal. This line item includes removal of the heads, span and all other components of the signal. If poles and guys are to be removed, they will be paid for under line item 8.

29) Install One, Wood Pole Mounted, Pedestrian Head Including All Associated Materials. This line item is to be used to install a wood pole mounted pedestrian signal head and all items incidentals to the pedestrian signal, including, but not limited to: sign, pushbutton, wire, and conduit. This item is to be bid lump sum and will be for 1 (one) pedestrian signal head. All materials, except those for which there are line items elsewhere in this contract, will be City supplied.

30) Install One, Pedestal Mounted Pedestrian Head and All Associated Materials. This line item includes installation of all materials necessary to install a pedestal mounted pedestrian signal head, including but not limited to, pouring a concrete foundation to City Specifications, installing a metal support pole, sign, pushbutton, wire, and conduit. This item is to be bid lump sum and will be for 1 (one) pedestrian signal head installation. All materials necessary for this installation, from the pole base up, will be City supplied except the wire and incidentals such as wire nuts.

31) Modify and/or move Vehicular Signal Heads with City Supplied Materials.

32) Construct and Furnish Concrete Foundation for Base Mounted Cabinet. This line item includes the concrete necessary to pour a cabinet base or a prefabricated base and all incidentals necessary to attach a base mounted cabinet to a concrete base.

33) Install a Base Mounted Cabinet, City Supplied. This item includes all incidentals necessary to attach a base mounted cabinet to a concrete base, grounding, bonding, wire terminations, etc.

34) Install a Pole Mounted Cabinet, City Supplied. This item includes all incidentals necessary to attach a signal cabinet to a pole, grounding, bonding, wire terminations, etc.

35) Furnish and Install Grounding Array as defined in the NCDOT Standard Specifications 2006 for Meter Service or metal pole installations.

36) Install a 240 VAC Meter Service with Disconnect. This item includes all material necessary to install an electrical service including, meter base, 1" conduit riser, disconnect, wire, breakers, attachment structure (metal Frame only or pole mounted) and all other incidentals. 1" Conduit riser will be charged to line item 25.

Note: If power is supplied to the intersection by the City of Concord Electric Services Department, the Meter Base must be purchased from the Warehouse at 850 Warren C Coleman Blvd., Concord, NC. If power is supplied by Duke Energy, the Meter Base will be supplied by the Contractor.

37) Mobilization for Emergency Work per Occurrence. This item shall only be charged to in response to an emergency situation such as after hours knock down and shall require notification by the Director.

38) Mobilization for Work to be performed at Night as directed by the Director. This item shall only be charged to when the Director directs the Contractor to perform night work, not when the Contractor does night work by his own choice.

39) Supply Materials for, and Install Foundation for Metal Support Structure. This line item is priced by the cubic yards and shall include all necessary items including but not limited too: excavation for foundation, reinforcing steel cage, any concrete forms that are necessary, concrete, attaching bolts, removal of materials and any incidental materials necessary.

40) Install Strain Pole, City Supplied. This line item shall include any and all equipment, materials, and incidentals necessary to install a metal strain pole.

41) Install Metal Strain Pole and Single Mast Arm, City Supplied. This line item shall include any and all equipment, materials, and incidentals necessary to install a metal Mast Arm Pole and Arm.

42) Install Metal Strain Pole and Two Mast Arms, City Supplied. This line item shall include any and all equipment, materials, and incidentals necessary to install a metal Mast Arm Pole and Arm.

43) Furnish and Install SMFO 24 Fiber Cable on ¼" Messenger cable. This item does not include messenger cable. If new messenger cable is required, it should be charged as in line item 17.

44) Furnish and Install SMFO 24 Fiber in 2" PVC Conduit. The cost for this line item shall include removal of old fiber and/or installation of tracer wire and warning tape as necessary, but shall not include the conduit. If new conduit is necessary it shall be billed to the appropriate line item.

45) Fiber Splice. This line item shall include everything necessary to complete up to 24 fusion splices per setup of the spice vehicle.

46) Install One, Pole Mounted Video Detection Camera and All Associated Materials. This line item includes installation of all materials necessary to install a pole mounted Video Detection Camera and all incidental items. All materials, except those for which there are line items included elsewhere in this contract and general hardware, will be supplied by the City. Supplied Items will include Camera, Mounting Bracket.

47) Supply Materials for, and Install Foundation for Metal Pedestrian Pedestal Pole. This is priced per unit and shall include one yard of concrete, excavation for foundation, reinforcement if required, any concrete forms that are necessary, concrete, attaching bolts and any incidental materials necessary.

48) Install Metal Pedestrian Pedestal, City Supplied. This line item shall include any and all equipment, materials, and incidentals necessary to install a Pedestrian Pedestal unless otherwise listed as a line item.

SPC-7 – Special Line Item Notes

- Standard line items require work to be completed under the defined time line defined in the Notification of Operations section of EXHIBIT "A".
- All CITY supplied materials will be picked up at the City of Concord's Traffic Signal Shop, 30 Market St., Concord NC 28025.
- All overhead conductor cable shall be strapped to span wire with support straps in 15-inch centers with a minimum of four turns per strap.
- No 3-bolt clamps will be used for down guy attachments to anchors. Strandvise attachments must be used.
- All conduits will be supported by two-hole straps at 5-foot intervals. There is a minimum of 30-linear feet of conduit per job.
- Cabinets shall be installed in accordance with City specifications. All wires pulled into the cabinets shall have sufficient length for proper connections (approximately 36 inches).

SPC-8 – Field Adjustments
In the event that the Contractor or his Subcontractor has a question as to replacement locations of poles, cabinets, wires, meters, etc, the Contractor or Subcontractor will notify the Director or his designee for direction. All replacement locations shall conform to the National Electric Safety Code Clearance Requirements as defined in the Standard Drawings.

SPC-9 – Removal and Replacement of Sidewalk Sections:
Placement of pull boxes or conduit may disrupt sidewalk sections. The contractor, as approved by the Director, shall remove the entire sidewalk panel by saw cutting the nearest existing joints. The area shall be backfilled to the original grade with pit gravel or ABC stone. The removal and replacement of the sidewalk section(s) will be paid on a per sidewalk section basis (typical section is 4' X 4'). The Contractor shall be paid for necessary trenching and placement of the pull box and conduits in the normal manner. Work of this type will not be considered paved trenching unless the operation is performed without disruption of the sidewalk sections.

SPC-10 – Inspection, Materials, Testing, and Final Acceptance of Replacement Installations
As defined in the Observation Period and Final Acceptance of Installation section of Exhibit A.

SPC-11 – Warranty Maintenance
The Contractor will also be responsible for warranty maintenance of "Contractor Supplied" newly installed signals and components prior to acceptance by the City. If failure of an item occurs within

the time of the contract, the Director or his designee shall notify the Contractor and the Contractor shall begin to make necessary repair(s) as defined in the Observation Period and Final Acceptance of Installation section of Exhibit A. Warranty maintenance work may be required during nights, weekends, or holidays. Contractor shall supply the City with the name, office telephone number, cellular or mobile telephone number and pager of the supervisory employee that will be responsible for the maintenance and repair of the equipment during all hours.

Should the Contractor fail to make necessary repairs within the given time frames established, the City of Concord will take measures to ensure effective repairs and shall be reimbursed by the Contractor for all labor, tools, and materials necessary to correct the failure(s). Such reimbursements shall be deducted from the money due the Contractor or shall be billed to Contractor.

SPC12 – As-Built Documentation
Contactor shall provide as-built documentation, wiring diagrams, owners manuals, and maintenance manuals to the City for the assemblies per Standard Specifications.

SPC-13 – Standard Drawings
Reference NCDOT web site - http://www.ncdot.org/doh/PRECONSTRUCT/traffic/ITSS/
Link direction: Accept Disclaimer
ITSS Design Manual

SC-14. Minority – Disadvantaged Business Participation
In accordance with 1 NC Administrative Code 30 I.0101, it is the policy of the City of Concord that Bidders undertake good faith efforts to recruit minority – disadvantaged business participation in the project. Bidders will need to provide an affidavit of good faith efforts to comply with this policy as part of submitting a responsive bid. Firms proposed by the Bidder as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the bidders' submittal of MBE-DBE participation.

Forms for use by Bidders in making said good faith efforts to recruit minority – disadvantaged business participation in the project and are hereby made part of the Special Conditions (**see following forms**).

SC-15. – MDBP Reporting
The Contractor shall also submit a copy of the minority – disadvantaged business participation statement with the final payment invoice to report all minority – disadvantaged business participation on the project to Mr. Sid Talbert, Purchasing Manager, Alfred M. brown Operations Center, 850 Warren C. Coleman Blvd., Concord, N.C. 28025. In the event that the Contractor had no minority – disadvantaged business participation on the project, the Contractor will still be required to submit such reporting as no participation. Where participation is from minority – disadvantaged business material suppliers or manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers and 100% for manufacturers) of expenditures to be reported. The final invoice will not be processed without submission of the report.

Concord
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SPC-16 – Vicinity Map, City of Concord

^

(North)

Transportation
Phone (704) 920-5362 • Fax (704) 795-0404

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of Minority Business Participation

I,_____.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category

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

The total value of minority business contracting will be ($)_____.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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:_____

SEAL

State of North Carolina, County of_____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

MBForms 2002-R

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

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:_____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____day of _____20___

Notary Public _____

My commission expires_____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

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:_____

SEAL

State of North Carolina, County of _____
Subscribed and sworn to before me this _____day of _____20_____
Notary Public_____
My commission expires_____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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:_____

SEAL

State of North Carolina, County of _____

Subscribed and sworn to before me this _____day of _____20____

Notary Public_____

My commission expires _____

Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

EXHIBIT "C"
NOTICE OF AWARD AND ACCEPTANCE OF NOTICE

TO:

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

PROJECT: Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work Contract No. 4513-FY12

You are hereby notified that the quote submitted by you for the above named project in response to the City of Concord's solicitation for quotes dated _____ in the amount of _____...DOLLARS ($ _____) has been accepted.

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

Dated this the day of _____, 2011

City of Concord, North Carolina

By: _____
Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged this the __ day of _____, **2011.**

_____
Witness

By: _____
Title: _____

Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

EXHIBIT "D"

ATTACHMENT SHEET FOR
CERTIFICATE(S) OF INSURANCE

(Refer to the following spreadsheet for other information and directions for insurance certificates.)

Transportation
Phone (704) 920-5362 • Fax (704) 795-0404

Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 – www.ci.concord.nc.us

EXHIBIT "E"

ATTACHMENT SHEET FOR
PERFORMANCE & PAYMENT BONDS

Not Required this Contract

Transportation
Phone (704) 920-5362 • Fax (704) 795-0404

Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 – www.ci.concord.nc.us

EXHIBIT "F"
FINANCE DEPARTMENT
SUPPLIED FORMS

(Refer to the following forms for Sales Tax and Payment Requests.)

Transportation
Phone (704) 920-5362 • Fax (704) 795-0404

Concord
NORTH CAROLINA
High Performance Living
850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

EXHIBIT "G"
NOTICE TO PROCEED
(DATE OF AVAILABILITY)

TO:

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

PROJECT: Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work
Contract No. 4513-FY12

PROJECT DESCRIPTION: The work under Contract No. 4513-FY12 consists of the selected Contractor providing traffic signal and associated construction/maintenance work in and adjacent to the City of Concord as directed by the Transportation Department. The work, the installation, upgrade, or repair of signals on an as needed basis and includes, but is not limited to: saw cutting roadway surfaces, placement of embedded loops and sealant, trenching, placement of conduit and junction boxes, installing poles, guys, span wire, cables, heads, visual detection equipment, and conduit. The work shall include the full cost of all special subcontracting, permits, licenses, certifications, materials, labor, equipment, tools, miscellaneous hardware, consumables, adhesives and sealants, incidentals, transport, storage, traffic control, safety operations, testing, operational start-up, cleanup, removal of old assemblies, disposals, returns of all unused materials, and warranty maintenance needed for completion of the work to the satisfaction of the Transportation Department in this contract.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the manufacturers' drawings, specifications, and requirements, the Standard Drawings, Standard Specifications, MUTCD, the latest requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), OSHA, Underwriter's Laboratory (UL), all applicable Federal, State, and local laws, ordinances and regulations. If successful Contractor does not hold the proper license to perform the electrical work of this contract, he/she will be required to sublet such work.

The work consists of the selected Contractor

You are hereby formally notified to commence work on or before the ____ day of _____, **2011** under the assigned City of Concord Purchase Order No. _____in accordance with the contract documents for the work.

Dated this the day of _____, 2011

City of Concord, North Carolina

By: _____
Title: City Manager

Transportation
Phone (704) 920-5362 • Fax (704) 795-0404

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

For Office Use Only:

Charge to P.O. #_____

Due _____

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 __0__ PERCENT - - - - - - - -$
PREVIOUS PAYMENT - - - - - - - - - - - - - - - -$
LIQUIDATION DAMAGES
_____ DAYS @ (as defined in Exhibit A) - - - - - -$
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:_____

FIN/AP/31
Revised 5/18/05

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
MY COMMISSION EXPIRES: _____

FIN/AP/30
REVISED 5/18/05

STANDARD FORM CONSTRUCTION CONTRACT
Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work

This contract is made and entered into as of the ___ day of _____, 2011, by the City of CONCORD ("City") and _____ ("Contractor"), (x) 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 contract consists of the selected Contractor providing traffic signal and associated construction/maintenance work in and adjacent to the City of Concord as directed by the Transportation Department. This work provides for the installation, upgrade, or repair of signals on an as-needed basis and includes, but is not limited to: saw cutting roadway surfaces, placement of embedded loops and sealant, trenching, placement of conduit and junction boxes, installing poles, guys, span wire, cables, heads, visual detection equipment, and conduit. The work shall include the full cost of all special subcontracting, permits, licenses, certifications, materials, labor, equipment, tools, miscellaneous hardware, consumables, adhesives and sealants, incidentals, transport, storage, traffic control, safety operations, testing, operational start-up, cleanup, removal of old assemblies, disposals, returns of all unused materials, warranty maintenance needed for completion of the work, and all else required to the satisfaction of the Transportation Department in this contract.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide work for the installation of traffic signal equipment and associated construction/maintenance of traffic signals under the maintenance responsibility of the City of Concord at the charges set forth on 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.

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 fourteen (14) days of the date of its receipt of written Notice to Proceed from the City. The date that is fourteen (14) days from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work shall be completed as set forth under Notices to Proceed (Date of Availability) and Scheduling Exhibit "A". June 30, 2012 shall be the contract "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:

Coverage	Minimum Limits
Workers' Compensation	$100,000 each accident, $500,000 bodily injury by disease, $500,000 bodily injury by disease policy limit
General Liability	☐ $500,000 per occurrence if contract does not exceed 30 days and does not exceed $25,000; otherwise,
	☒ $1,000,000 per occurrence/$2,000,000 aggregate
Automobile Liability	☐ $500,000 per occurrence if contract does not exceed 180 days and does not exceed $500,000; otherwise,
	☒ $1,000,000 per occurrence
Umbrella	☐ $1,000,000 per occurrence if contract does not exceed 180 days and does not exceed $500,000; otherwise,
	☒ $2,000,000

Contractor shall provide a Certificate of Insurance to the City listing the City as an additional insured. Such Certificate shall be in a form acceptable to the City.

Sec. 8. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of

insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all loses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect. 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: SOLICITATION OF QUOTES, EXHIBIT "A" GENERAL CONDITIONS AND QUOTE FORM, ANY ADDENDUM(S) TO EXHIBIT A, EXHIBIT "B" SPECIAL CONDITIONS, INCLUDING ANY SPREADSHEET(S) AND MAP(S), EXHIBIT "C" NOTICE OF AWARD AND ACCEPTANCE OF NOTICE, EXHIBIT "D" ATTACHMENT SHEET FOR AND CERTIFICATE(S) OF INSURANCE, EXHIBIT "E" ATTACHMENT SHEET FOR AND PERFORMANCE & PAYMENT BOND(s), EXHIBIT "F" ATTACHMENT SHEET FOR AND FINANCE FORMS, EXHIBIT "G" NOTICE TO PROCEED, AND ANY WRITTEN CHANGE ORDERS OR DIRECTIVES TO THE CONTRACTOR BY THE DIRECTOR.

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:
J.K. Wilson, III, PE
City of Concord
P.O. Box 308
Concord, NC 28206
Fax Number: (704) 795-0404

To the Contractor:
Albert Benshoff, 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:

By: _____
City Manager

ATTEST BY:

_____
City Clerk
SEAL

APPROVED AS TO FORM:

_____
Attorney for the City of Concord

_____
(Typed or Printed Legal Name of Contractor)

By: _____
Signature of President/Vice President/Manager/Partner

Printed Name: _____

Title: _____

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

SEAL

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