



**SEWER CIPP LATERAL LINING
CONTRACT – 2015**

PROJECT NO. 2015-044

BID NO. 2268

SET # _____

ENGINEERING DEPARTMENT
850 WARREN C. COLEMAN BLVD, SOUTH, POST OFFICE BOX 308
CONCORD, NORTH CAROLINA 28026-0308

TABLE OF CONTENTS

Section	Page No.
Invitation to bid.....	3
Instruction to bidders	5
Contract Specifications.....	13
Standard Form Construction Contract	Contract-1
Exhibit A: BID FORM WITH UNIT PRICE SCHEDULE	A-1
Exhibit B: LATERAL LINING SPECIFICATIONS.....	B-1
Exhibit C: LIST OF LATERALS TO BE LINED.....	C-1
Exhibit D: GENERAL CONDITIONS	D-1
Exhibit E: STANARD FORM OF PERFORMANCE BOND.....	E-1
Exhibit F: E-VERIFY	F-1
Exhibit G: TAX FORM(S).....	G-1
Exhibit H: CERTIFICATE OF INSURANCE	H-1

INVITATION TO BID
SEWER CIPP LATERAL LINING CONTRACT – 2015

Sealed Bids will be received by The City of Concord Engineering Division in Conference Room C, Alfred M. Brown Utilities Complex, 850 Highway 601 S., Concord, North Carolina 28026 until **11:00 AM.**, local time, **Tuesday, October 13, 2015**, for City's 2015 Sewer CIPP Lateral Lining Contract.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

Multiple lateral lines within the City's wastewater collection system need to be rehabilitated. To minimize disturbances caused by excavation, these pipes within the identified areas will be subject to cured-in-place pipeline (CIPP) rehabilitation. The list of targeted lateral lines for CIPP include: See Exhibit C.

The work will require traffic control for each of the lateral lining sites listed in the contract. In addition, traffic control will be required in some of the heavy traffic areas of the city. Contractor must submit a traffic control plan for approval by the city's transportation department prior to any lane closure or street closure. Traffic control must be in compliance with NCDOT requirements, including Work Zone Certification for workers within the work zone.

All Bids must be in accordance with the Bidding Documents on file with: The City of Concord (Engineering Department Office).

Please contact Clint Shoaf, P.E. at shoafc@concordnc.gov to register to bid and to obtain a copy of the bidding documents in PDF format via email. Registration for bidding requires the name of the company, physical address, email address, and telephone number.

Bidders must be properly licensed as required by Chapter 87 of the North Carolina General Statutes. All Subcontractors must also be licensed contractors in the State of North Carolina.

Bids will be received on a unit price basis.

Five (5) percent Bid security must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract. Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents.

Pertinent specifications for the project include but are not limited to *Technical Specifications for the Rehabilitation of Sewer Service Laterals Using One-Piece Main and Lateral Cured-in-Place Pipe (CIPP) Liner Assembly Installed by Inversion* as provided by the City of Concord, Standard

specifications for collection and distribution of Water and Sewer Authority of Cabarrus County (WSACC) as provided at <http://www.wsacc.org/>, and all applicable NASSCO specifications as provided at <http://www.nassco.org/>. The most recent edition of each specification shall be applied.

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

By: Brian Hiatt, City Manager

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders shall have the following meanings assigned to them.

Contract Documents – Documents contained herein including contract specifications, project specifications, bid forms and construction contract.

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

2. **COPIES OF BIDDING DOCUMENTS.** Bidding Documents, which include all front-end documents, may be obtained from Owner at address indicated on the Invitation to Bid.

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

Standard Specifications for Wastewater Collection and Water Distribution for Cabarrus County shall be used on this project. Contractor shall obtain standard specifications, current revision date is AUGUST 2006 from Water and Sewer Authority of Cabarrus County (WSACC).

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

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

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

4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the sites to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, **please contact Mark Colangelo in Waste Water Resources at (704) 920-5339 to arrange a site visit**, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

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

4.02. Additional Information. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 24 hours in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling The Office of the Director of Engineering, City of Concord at (704) 920-5425.

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

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

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

5. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having

received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **BID SECURITY**. Each Bid must be accompanied by bid security made payable without condition to Owner in an amount of 5 percent of the Bidder's maximum Bid and in the form of a certified or bank check or a bid bond issued by a surety meeting the requirements set forth in the Contract Specifications.

The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon bid security furnished by such Bidders will be returned. Bid security accompanying Bids which are deemed by Owner to be noncompetitive will be returned within 7 days after the bid opening.

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

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

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

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

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

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

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

The City of Concord encouraged Minority Business participation. The contractor must fill out and attach the Identification of Minority Business participation form and Affidavit B with the submitted bid.

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

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

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

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

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

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

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

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as provided in Division 1, and the unit prices in the Bid will apply to such final quantities.

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

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

The City of Concord
W. Brian Hiatt, City Manager
c/o Sue B. Hyde, PE, Director of Engineering
P.O. Box 308
Alfred M. Brown Operations Center, 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308

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

Each Bid envelope shall be identified on the outside with the words "Bid for the Sewer CIPP Lateral Lining Contract – 2015."

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

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

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

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

A conditional or qualified bid will not be accepted.

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

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

14. **OPENING OF BIDS.** Bids will be publicly opened and read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

The procedure for opening bids will follow the laws of North Carolina, and applicable regulations of various Licensing Boards.

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

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

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

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

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of Owner.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form.

The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

Owner-required inventory of spare parts.

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

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

Experience and performance record of the Supplier or the manufacturer.

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

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

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

17. **CONTRACT SECURITY**. The Contract Specifications set forth Owner's requirements as to Performance and Payment Bonds. These Bonds shall be delivered to Owner with the executed Agreement.

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

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

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

20. **RETAINAGE.** Provisions concerning retainage are set forth in the Contract Specifications. The City shall keep a 10% retainage on the project. Once the project is 50% complete, the City has the option to keep the retainage at 10% or lower it to 5%.

21. **LAWS AND REGULATIONS.** Additional provisions, if any, concerning Laws and Regulations are set forth in the Contract Specifications.

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

STANDARD FORM CONSTRUCTION CONTRACT

This contract (together with all exhibits and valid amendments, the "Agreement" or the "Contract") is made and entered into as of the ___ day of _____, 20____, by the City of CONCORD ("City") and _____ ("Contractor"), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose. Multiple lateral lines within the City's wastewater collection system need to be rehabilitated. To minimize disturbances caused by excavation, these pipes within the identified areas will be subject to cured-in-place pipeline (CIPP) rehabilitation. The list of targeted lateral lines for CIPP include: See Exhibit C.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". Additional exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

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

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

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

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

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

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

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 losses 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. 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. 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.

The following attachments are made a part of this Contract and incorporated herein by reference:

- (a) **Exhibit “A” – BID FORM WITH UNIT PRICE SCHEDULE**
- (b) **Exhibit “B” – TECHNICAL SPECIFICATIONS**
- (c) **Exhibit “C” – LIST OF LATERALS TO BE LINED**
- (d) **Exhibit “D” – GENERAL CONDITIONS**
- (e) **Exhibit “E” – STANDARD FORM OF PERFORMANCE BOND**
- (f) **Exhibit “F” – E-VERIFY**
- (g) **Exhibit “G” – TAX FORM(S)**
- (h) **Exhibit “H” – CERTIFICATE OF INSURANCE**

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

Sec. 12. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

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

To the Contractor:

VaLerie Kolczynski, 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 and without prejudice to City’s other remedies, 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 of 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.

(l) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an Independent Contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(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 deposit of money, certified check or government securities for the full amount of the Contract. 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. The amount in controversy shall be at least \$15,000.00 before this dispute resolution procedure may be used. 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 17 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.

Sec. 18. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

[Signature Page to Follow]

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

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

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

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date: _____

City Clerk

ATTEST:

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

APPROVED AS TO FORM:

Printed Name: _____

Title _____

Attorney for the City of Concord

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

EXHIBIT A

BID FORM WITH UNIT PRICE SCHEDULE

EXHIBIT A

BID FORM

PROJECT IDENTIFICATION: **Sewer Lateral Lining – 2015**

Contract No: 2015-044

THIS BID IS SUBMITTED TO:

W. Brian Hiatt, City Manager
c/o Sue B. Hyde, PE Director of Engineering
City of Concord
850 Warren C. Coleman Blvd.
Concord, North Carolina 28025
(PO Box 308, Concord, NC, 28026-0308)

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

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 60 days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 10 days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents that:

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

No. _____ Dated _____

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

EXHIBIT A

furnishing of the Work.

- c. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
 - e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work for the following unit prices. Quantities indicated are estimated and not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

EXHIBIT A

**UNIT PRICE SCHEDULE
Contract 2015-044**

Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Item Total (\$)
1	Mobilization	LS	1		
2*	CIPP lining of up to 5 ft. of 4-inch lateral pipe	EA	165		
3*	CIPP lining of each additional linear ft. (after 5 ft.) of 4-inch lateral pipe	LF	3,581		
4*	CIPP lining of up to 5 ft. of 5-inch lateral pipe	EA	3		
5*	CIPP lining of each additional linear ft. (after 5 ft.) of 5-inch lateral pipe	LF	58		
6*	CIPP lining of up to 5 ft. of 6-inch lateral pipe	EA	5		
7*	CIPP lining of each additional linear ft. (after 5 ft.) of 6-inch lateral pipe	LF	166		
8	Traffic Control	LS	1		
BASE BID :					
10% CONTINGENCY:					
TOTAL BID:					

* Items 2 – 7 to be in accordance with NASSCO Specifications for “Guideline Specification for Sewer Pipe Cleaning” November 2014 and “Guideline Specification for Pipe Condition Assessment Using CCTV” November 2014.

5. The following roads will require a traffic control plan:

- Union Street N
- Union Street S
- Corban Avenue SE

Depending on the set up required at any of the lines, additional traffic control may be necessary in addition to the streets listed above. It is the responsibility of the contractor to provide all necessary signs and personnel for traffic control.

6. Bidder agrees that the Work will be complete within **120 days** of the date of the Notice to Proceed. Liquidated damages are set at \$200.00 per day past the completion date set forth in the construction contract.

EXHIBIT A

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

NAME: _____

ADDRESS: _____

P.O. BOX: _____

CITY: _____ STATE: _____

ZIP CODE: _____

8. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

Doing business as _____

Business address _____

Phone No. _____

Date _____, 20____

ATTEST _____ TITLE _____

If a Partnership

By _____
(Firm name)

By _____
(signature of individual)

EXHIBIT A

Business address _____

Phone No. _____

Date _____, 20____

ATTEST _____ TITLE

If a Corporation

By _____
(Corporation name)

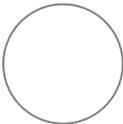
By _____
(signature of authorized person) (title)

Business address _____

Phone No. _____

Date _____, 20____

ATTEST _____ TITLE _____

(Seal) 

IF A JOINT VENTURE (Other party must sign below.)

Contractor's License Number _____

License Expiration Date _____

By _____
(Signature of individual)

Doing business as _____

Business address _____

Phone No. _____

EXHIBIT A

Date _____, 20_____

ATTEST _____ TITLE _____

(Signature of general partner)

(Seal)

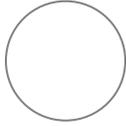


EXHIBIT B

LATERAL LINING SPECIFICATIONS



**TECHNICAL SPECIFICATIONS
FOR THE
REHABILITATION OF SEWER SERVICE
LATERALS USING ONE-PIECE MAIN AND
LATERAL CURED-IN-PLACE PIPE (CIPP) LINER
ASSEMBLY INSTALLED BY INVERSION**

August, 2015

City of Concord, NC

850 Warren C. Coleman Blvd.
Concord, NC 28026

EXHIBIT B

Index

Section 1 – General

1.1 SummaryB-4
1.2 Qualifications of Contractor.....B-4
1.3 References.....B-4
1.4 SubmittalsB-4

Section 2 – Products

2.1 MaterialsB-5

Section 3 – Execution

3.1 InstallationB-6

Section 4 – Measurement/Payment and Warranty

4.1 Measurement/Payment.....B-8
4.2 WarrantyB-8

Section 5 – Referenced Documents.....B-9

EXHIBIT B

Section 1 – General

1.1 Summary

It is the intent of this specification to provide for the structure rehabilitation of service laterals by the installation of one piece resin impregnated, flexible, non-woven felt liner installed into the existing lateral connection utilizing a pressure apparatus positioned in the main pipe. The lateral pipe is rehabilitated remotely from the main pipe to a sewer cleanout (installed by the City of Concord) located within the public right-of-way. Curing shall be accomplished by use of ambient cure resin or other approved methods to cure resin into hard impermeable Cured-In-Place-Pipe (CIPP). When cured, the liner shall have a watertight connection seal at the main pipe and extend over the length of the service lateral in a structural pipe-within-a-pipe.

This specification covers material requirements, installation practices, and test methods for the rehabilitation of a sewer service lateral pipe and the main connection without excavation.

1.2 Qualifications of Contractor

The employees of the contractor or subcontractor performing the work of this section shall be of the company installing the CIPP Lateral Lining system components, or shall be licensed by the system manufacturer. The Manufacturer of the system must have a minimum of a five (5) year manufacturing history of satisfactory performance and the manufactured system shall have performed a minimum of 25,000 successful CIPP lateral systems installations during this period in the U.S. The contractor or subcontractor contracted to perform the work shall have a minimum of five (5) years of service continuous experience installing CIPP lateral lining in pipe of similar size, length, and configuration as proposed in this project. In addition, the contractor or subcontractor contracted to perform the work shall have successfully installed 5,000 CIPP laterals as the contractor of record for a given project in a wastewater collection system application. The on-site Superintendent of the lateral lining contractor or subcontractor contracted to perform the work shall have installed a minimum of 2,500 CIPP laterals of like condition for the geographic area and have a minimum of five (5) years of CIPP industry experience.

1.3 References

- a. This specification references ASTM Standards which are made part hereof by such reference and shall be the latest edition and revisions thereof.
 - i. ASTM F1216 – *Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube*
 - ii. ASTM D5813 – *Standard Specification for Cured –in-Placed Thermosetting Resin Sewer Pipe Systems*
 - iii. ASTM F2561-11 – *Standard Practice for Rehabilitation of Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in-Place Liner* (used when referring to the applicable system ONLY)

EXHIBIT B

1.4 Submittals

- a. Product Data
 - i. Resin
 - 1. Long term creep test data confirming the resin system's 50 year design life in accordance with ASTM D2990
 - 2. Chemical Resistance in accordance with ASTM F1216
 - 3. Certificate of Compliance in accordance with ASTM F1216
 - 4. Manufacturer's Recommended Cure Schedule
 - 5. Material Safety Data Sheets (MSDS)
 - ii. Liner
 - 1. Certificate of Compliance in accordance with ASTM F1216
- b. CIPP wall thickness design calculation in accordance with ASTM F1216. Design calculations shall include applicable designs as follows:
 - i. 4-inch thru 6-inch diameter lateral liner assuming fully deteriorated conditions
 - ii. Main line pipe liner assuming partially deteriorated conditions when the main pipe is lined
- c. Contractor Qualifications/References
 - i. The contractor of subcontractor performing the lateral lining work shall provide a list of references, including:
 - 1. Owner Name
 - 2. Contact Name (with phone number)
 - 3. Contract Name
 - 4. Start and Completion Dates
 - 5. Quantity of Laterals Lined

Note: The CIPP lateral lining system used for each specific project must be provided and each project will include the name of the Contractor's site Superintendent that completes the work. These references must satisfy the minimum requirements as outlined in Section 1.2.

Section 2 – Products

2.1 Materials

- a. General Requirements
 - i. Liner and resin will meet the requirements of ASTM F1216 and D5813
- b. CIPP Mainline and Lateral Tube Requirements
 - i. The Lateral liner tube shall be fabricated to a size that when installed will correctly fit the internal circumference of the lateral as verified by the installer. The liner shall be a

EXHIBIT B

joint-less polyester felt “tube” that will be capable of conforming to offset joints, bells, cracks and diameter transitions. The length shall be a distance to effectively span from the lateral connection at the main pipe or to the desired termination location in the service lateral pipe. For the purposed of this specification, the termination point shall be a distance within 18-inches of the intersection of a cleanout. The installer shall verify the size and lengths in the field before impregnation of the resin.

- ii. The main will be a full wrap overlapping sheet creating a watertight seal. The ends shall be tapered to ensure a smooth transition to existing host pipe.
- iii. A Hydrophilic sealant will be used at the mainline-lateral tube connection and at the termination point of the lateral tube closest to the cleanout. (When applicable, reference ASTM 2561-11)

c. Physical Strength

- i. The structural performance of the finished CIPP must be adequate to accommodate all anticipated loads throughout it design life. No CIPP reconstruction technology will be allowed that required bonding to the existing pipe for any part of its structural strength. Only resin saturated using vacuum impregnation will be allowed.
- ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. The design method shall be submitted to the Engineer for approval.
- iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

<u>Property</u>	<u>ASTM Standard</u>	<u>Result</u>
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

Section 3 – Execution

3.1 Installation

- a. Safety – The installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entrance into confined spaces. Traffic Control and Work Zones will be in accordance with NCDOT regulations (Division 11 – “Work Zone Traffic Control”). Failure to follow safety rules and regulations will result in a stop work order or removal from the job.
- b. Cleaning of Sewer Line – Lateral sewer line is to be accessed for cleaning from the main pipe via lateral launching equipment. The laterals shall be cleaned to ensure the specified length of sewer is ready for lining. It shall be the responsibility of the installer to verify, prior to installation, that all internal debris has been removed from the lateral line. Internal debris consists of broken pipe section, roots, loose, gravel, etc. If the lateral cannot be cleaned using industry standard cleaning heads that can be launched from the main pipe, then a cleanout or access point may be required. If inspections reveal an obstruction that cannot be removed by

EXHIBIT B

standard sewer cleaning equipment, as in solids, dropped joints, or collapsed pipe; then the City of Concord will determine if the lateral will be repaired or removed from the contract altogether. Cleaning of City of Concord Sewer lines to be in accordance with NASSCO Specification *Sewer Pipe Cleaning – Guideline Specification*

- c. Inspection of Pipeline – Lateral sewer line is to be accessed for inspection from the main pipe via lateral launching equipment. If the lateral cannot be inspected using industry standard inspection equipment that can be launched from the main pipe, then a cleanout or access point may be required. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the lateral liner into the pipelines, and it shall be noted so that these conditions can be corrected. A DVD and suitable log shall be kept for later reference by the City of Concord. Inspection of City of Concord Sewer lines to be in accordance with NASSCO Specification *Pipe Condition Assessment Using CCTV – Guideline Specification*
- d. Accessing the Lateral – All laterals have cleanouts previously installed by the City of Concord at the right-of-way. The cleanout fitting is either TEE shaped or a back to back WYE shaped.
- e. Plugging and/or By-passing – If possible the upstream side of the cleanout shall be plugged during inspection and curing of the liner assembly ensuring no flows enter the pipe and no air, steam or odors will enter the building. When required, the main pipe flows will be by-passed. The pumping system shall be sized for normal to peak flow conditions. Notice must be distributed to each impacted homeowner or business owner no less than 24 hours in advance of any lateral installation. If the homeowner or business owner's service needs to be shut off for lateral installation, then the installer MUST get approval first from the City of Concord prior to turning off the service.
- f. Line Obstructions – Changes in pipe size shall be accommodated, if the lateral tube is sized according to the pipe diameter and condition. Obstruction may include dropped or offset joints of no more than 20 percent of inside pipe diameter.
- g. Resin Impregnation – The liner assembly is encapsulated within the bladder (liner/bladder assembly) shall be saturated with the resin system (wet-out) under controlled vacuum conditions. If done onsite, the installer shall allow the City of Concord to inspect the materials and resin wet-out procedure. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5 – 10 percent excess resin for the change in resin volume due to polymerization and to allow for migration of resin into the cracks and joint in the host pipe. No dry or unsaturated area in the mainline sheet or lateral tube shall be acceptable upon visual inspection.
- h. Liner Insertion – As per manufactures recommendations.

EXHIBIT B

- i. Bladder – The main bladder shall be inflated causing the main sheet to unwrap and expand; pressing the main tube firmly into contact with the main pipe. The lateral tube is inverted through the main tube aperture by the action of the lateral bladder extending into the lateral pipe to a termination point that shall be no less than 18-inches from the exterior cleanout. The bladder assembly shall extend beyond each end of the liner, so that liner remains open-ends and no cutting shall be required.
- j. Curing – After the liner has been fully deployed into the lateral pipe, pressure is maintained pressing the liner firmly against the inner pipe wall until the liner is cured at the ambient temperatures or by suitable heat source. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to uniformly raise the temperature about the temperature required to cure the resin. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer’s recommended cure schedule shall be submitted.
- k. Lateral Reinstatement – All lateral connections specified for rehabilitation shall be reinstated to 100 percent of their original size prior to any liner (including main line CIPP liner) installation. The installer also must ensure no type of “bottle necking” is experienced at the lateral connections. In the event of a lining failure and a lateral becomes obstructed during the lining process, the contractor shall be responsible to reinstate the lateral and all incurred repair costs.
- l. Testing – For every 90 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner and as shown in Section 2.
- m. Finish – The finished CIPP shall be a homogeneous liner assembly located within a lateral service pipe for a specific length, and extending into the main pipe. The CIPP shall be smooth with minimal wrinkling. The CIPP shall be free of dry spots, lifts, and delaminated portions. The CIPP shall include a taper at each end providing a smooth transition to the host pipe for accommodating video equipment and maintaining proper flow in the mainline. After the work is completed, the installer will provide the City of Concord with DVD footage documenting the repair. The finished product must provide an airtight/watertight verifiable non-leaking connection between the main sewer and sewer service lateral. Final inspection of City of Concord Sewer lines to be in accordance with NASSCO Specification *Pipe Condition Assessment Using CCTV – Guideline Specification*

Section 4 – Measurement/Payment and Warranty

4.1 Measurement/Payment

EXHIBIT B

- a. Measurement of the work as outlined in this specification will be in accordance with the units set forth in the BID PACKAGE provided by the City of Concord. Unit prices shall include all labor, materials, equipment, and disposal of any debris required to complete the work as specified. The unit prices shall also include CCTV (prior to and after lining), lateral cleaning, plugging/bypass pumping of mainline and lateral pipe flow, and traffic control.

4.2 Warranty

The contractor warrants to the City of Concord that all products and work provided by the contractor under this agreement will be free from material defects in workmanship and materials for a period of five (5) years from the date which the contractor's work is accepted by the City of Concord. In the event that a material defect in workmanship or materials supplied by the contractor is found during the five (5) year period following acceptance of the work, then such defect shall be repaired, replaced, or adjusted by the contractor at no additional cost to the City of Concord. In the event of a lining failure and a lateral becomes obstructed during the lining process, the contractor shall be responsible to reinstate the lateral and all incurred repair costs.

Section 5 – Referenced Documents

BLD Services, LLC

- *Technical Specifications – BLD “Service Connection Seal + Lateral” Full Wrap Style Connection*

LMK Technologies

- *Installation Practice for Rehabilitation of a Full-Length Sewer Service Lateral Using a One-Piece Main and Lateral Cured-in-Place Liner Assembly Installed by Means of Air Inversion*

EXHIBIT C

LIST OF LATERAL LINES TO BE REPAIRED WITH CIPP METHOD

EXHIBIT C

LATERAL LINES FOR CIPP REHABILITATION ON UNION ST N

Address	Lenth to C/O (ft.)	Size (in.)	Material	Comments
65 UNION ST N	20	4	cast	pipe is in good shape
71 UNION ST N	20	4	cast	pipe is in good shape
83 UNION ST N	20	4	cast	pipe is in good shape
91 UNION ST N	45	4	cast	build up in pipe
94 UNION ST N	30	4	cast	pipe was in good shape
100 UNION ST N	26	4	cast	pipe was in good shape
108 UNION ST N	40	4	cast	
120 UNION ST N	unknown	unknown	unknown	finding clean out
122 UNION ST N	36	4	cast	ties into man hole
130 UNION ST N	45	4	cast	pipe in good shape
131 UNION ST N	25	6	clay	
138 UNION ST N	27	4	cast/clay	issues at main with something petruding
139 UNION ST N	20	4	cast	pipe in good shape
145 UNION ST N	22	4	cast/clay	build up in pipe and offset joints
150 UNION ST N	35	4	pvc/cast	15' of pvc then turns 20' of cast good shape
151 UNION ST N	33	4	cast	pipe in good shape
156 UNION ST N	50	4	pvc/cast	10' of pvc then turns 40' of cast good shape
157 UNION ST N	20	4	pvc/cast	10' of pvc then turns 10' of cast good shape
160 UNION ST N	40	4	cast	pipe looks good
180 UNION ST N	35	4	cast	pipe was in good shape
186 UNION ST N	45	6	cast	pipe was in good shape
189 UNION ST N	18	4	cast	pipe was in good shape
192 UNION ST N	32	4	cast	pipe was in good shape
195 UNION ST N	25	4	cast	pipe was in good shape
201 UNION ST N	33	4	cast	build up in pipe
208 UNION ST N	40	4	cast	lots of build up in pipe
212 UNION ST N	38	4	cast	pipe was in good shape
213 UNION ST N	22	4	cast	build up in pipe and offset joints
220 UNION ST N	32	4	cast	pipe was in good shape
224 UNION ST N	37	4	cast	lots of build up in pipe
229 UNION ST N	25	4	cast/clay	offset joints
230 UNION ST N	33	4	cast	pipe was in good shape
235 UNION ST N	29	4	cast	pipe was in good shape
238 UNION ST N	34	4	cast	pipe was in good shape
246 UNION ST N	48	4	cast	pipe was in good shape
250 UNION ST N	40	4	cast	pipe was in good shape
260 UNION ST N	35	4	cast	pipe was in good shape
266 UNION ST N	46	4	cast/clay	build up in pipe and offset joints
288 UNION ST N	43	4	cast	pipe was in good shape

EXHIBIT C

LATERAL LINES FOR CIPP REHABILITATION ON UNION ST S

Address	Lenth to C/O (ft.)	Size (in.)	Material	Comments
111 UNION ST S	22	4	cast	Good
142 UNION ST S	32	4	cast	build up in pipe
147 UNION ST S	24	4	cast	Good
148 UNION ST S	35	4	cast	build up in pipe
153 UNION ST S	25	4	cast	Good
154 UNION ST S	40	4	cast/clay	10' of cast then changes to clay
157 UNION ST S	18	4	cast	Good
158 UNION ST S	38	4	cast	build up in pipe needs cleaned
159 UNION ST S	16	4	cast	Good
164 UNION ST S	38	4	cast	Good
166 UNION ST S	38	4	cast/clay	18' of cast then changes to clay
168 UNION ST S	35	4	cast	build up in pipe needs cleaning
178 UNION ST S	38	6	cast	
179 UNION ST S	18	4	cast	Good
183 UNION ST S	17	4	cast	Good
184 UNION ST S	33	4	cast	Good
187 UNION ST S	37	4	clay	Good
193 UNION ST S	11	4	cast	good
194 UNION ST S	36	4	cast	build up in pipe
197 UNION ST S	14	4	cast	good
200 UNION ST S	30	4	cast	Good
205 UNION ST S	16	4	cast/clay	good- 9' of cast then changes to clay
208 UNION ST S	35	6	clay	crack-roots
210 UNION ST S	35	4	cast/clay	10' of cast then changes to clay
211 UNION ST S	18	4	cast	Good
215 UNION ST S	17	4	cast	Good
216 UNION ST S	35	4	cast/clay	20' of cast then changes to clay. Build up in cast pipe.
217 UNION ST S	11	4	cast/clay	Slight offset at main
222 UNION ST S	32	4	clay	Pipe seperated at wye at main.
226 UNION ST S	32	4	clay	Good
230 UNION ST S	32	4	cast	Good
236 UNION ST S	43	4	cast/clay	15' of cast then changes to clay
239 UNION ST S	10	4	cast	Good
242 UNION ST S	38	4	cast	build up in pipe
243 UNION ST S	14	5	cast	
250 UNION ST S	35	4	cast/clay	25' of cast then changes to clay
255 UNION ST S	16	4	cast	
264 UNION ST S	45	4	cast	small build up in pipe
265 UNION ST S	10	4	cast	good

EXHIBIT C

269 UNION ST S	7	4	cast	Good
272 UNION ST S	38	4	cast	Good
275 UNION ST S	6	4	cast	Good
282 UNION ST S	35	4 – 6	PVC/Clay	20' of 4" PVC then changes to 6" clay
287 UNION ST S	10	4	cast	Slight build up
290 UNION ST S	40	4	clay	
298 UNION ST S	unknown	unknown	unknown	needs sag fixed. Job scheduled
299 UNION ST S	10	4	Cast	Build up in pipe. Needs Cleaned
305 UNION ST S	12	4	Cast	Build up in pipe. Needs Cleaned
306 UNION ST S	45	4	Cast/PVC	20' of cast then changes to PVC
311 UNION ST S	11	4	Cast	Good
312 UNION ST S	36	4	PVC/Clay	5' of PVC then changes to clay
321 UNION ST S	10	4	Clay	Good
324 UNION ST S	33	4	PVC/Clay	1' of PVC then changes to clay
327 UNION ST S	11	4	Cast	Build up. Bad Turn at main. Maybe just renew service
330 UNION ST S	38	4	Cast/Clay	13' of cast then changes to clay
333 UNION ST S	16	4	Cast	Good
339 UNION ST S	8	4	Cast	Slight build up
340 UNION ST S	34	4	PVC/Clay	5' of PVC then changes to clay
345 UNION ST S	10	4	Cast	Slight build up
349 UNION ST S	8	4	Cast	Good
362 UNION ST S	42	4	Clay	Good
368 UNION ST S	39	4	Clay	Good
374 UNION ST S	30	4	Clay	Good
378 UNION ST S	26	4	Cast/Clay	2' of Cast then changes to Clay
386 UNION ST S	22	4	PVC/Cast	Good
392 UNION ST S	25	4	PVC/Clay	12' of PVC then changes to clay
398 UNION ST S	20	4	Clay	Good
401 UNION ST S	27	4	Cast	Good
406 UNION ST S	19	4	Clay	Pipe cracked
414 UNION ST S	18	4	Clay	Good
422 UNION ST S	21	4 – 6	PVC/Clay	3' of PVC then changes to 6" Clay
429 UNION ST S	20	4	Cast/Clay/PVC	Cast then clay. PVC point repair
5,7,9 Blume	24	5	Cast/Clay	5' of 4" cast and 19' of 5" Clay
430 UNION ST S	21	4	Cast/Clay	16' of cast then changes to Clay
442 UNION ST S	20	4	Clay	Roots in line @ joints
448 UNION ST S	24	4	Cast/Clay	5' of Cast then changes to Clay
449 UNION ST S	27	4	Cast	Pipe looks good
452 UNION ST S	23	4	Cast	Bad build up in line
455 UNION ST S	22	4	Cast	Build up in line needs cleaned
459 UNION ST S	23	4	PVC/Clay	15' pvc, 8' Clay offsets at connections Clay is 5"

EXHIBIT C

462 UNION ST S	21	4	Cast	Bad build up in line
467 UNION ST S	23	4	Cast	Small build up in line. Clean
468 UNION ST S	19	4	PVC/Clay	13' of pvc then changes to clay
473 UNION ST S	23	4 – 5	Cast/Clay	Point repair. Cracked pipe. Sag. 6' cast rest 5" clay.
479 UNION ST S	21	4	Clay	Small sag in line.
485 UNION ST S	23	4	Cast	Build up in pipe. Ties into manhole. Needs Cleaned
486 UNION ST S	25	4	Cast	Build up in pipe. House not in use. Pipe needs cleaned
493 UNION ST S	20	5	Clay	pipe cracked
501 UNION ST S	24	4	Cast	Build up in pipe
504 UNION ST S	40	4	Cast	Build up in pipe
510 UNION ST S	20	4	Cast	Build up in pipe
516 UNION ST S	20	4	Cast	Build up in pipe
519 UNION ST S	28	4	cast	Pipe looks good
520 UNION ST S	24	4	Cast	Build up in pipe
526 UNION ST S	19	4	Cast	Build up in pipe
527 UNION ST S	32	4	Cast	Pipe looks good
536 UNION ST S	12	4	Cast	Build up in pipe
541 UNION ST S	33	4	Cast	Pipe looks good
570 UNION ST S	26	4	Cast	Build up in pipe
576 UNION ST S	35	4	Cast	Little build up in pipe. Needs cleaned
582 UNION ST S	35	4	Cast	Build up in pipe
586 UNION ST S	40	4	Cast	Needs cleaning
592 UNION ST S	39	4	Cast	Build up in pipe
598 UNION ST S	36	4	Cast	Pipe is good
612 UNION ST S	28	4	cast	Build up in pipe
616 UNION ST S	29	4	cast	small build up on sides of pipe
622 UNION ST S	39	4	pvc/cast	build up. 6' in offset in pvc and cast
630 UNION ST S	35	4	cast	pipe is good
645 UNION ST S	15	6	cast	Good. Ties into manhole

EXHIBIT C

LATERAL LINES FOR CIPP REHABILITATION ON CORBAN AVE SE

Address	Lenth to C/O (ft.)	Size (in.)	Material	Comments
89 CORBAN AVE SE	23	4	Clay	offset joints
93 CORBAN AVE SE	25	4	Clay	roots and offset joints
99 CORBAN AVE SE	25	4	Cast/Clay	build up in pipe and offsets in joints
105 CORBAN AVE SE	23	4	Cast	build up in pipe
106 CORBAN AVE SE	55	4	PVC/Cast/Clay	@ 25' is wye and changes to clay @ 45' pipe looks good
112 CORBAN AVE SE	35	4	Cast/PVC/Clay	25' of cast changes to 7' of PVC and changes to 3' of clay
113 CORBAN AVE SE	30	4	Cast	build up in pipe
114 CORBAN AVE SE	35	4	Cast	Build up in pipe and sag in line.
117 CORBAN AVE SE	20	4	Cast/Clay	looks good
121 CORBAN AVE SE	30	4	Cast/Clay	Build up in pipe
122 CORBAN AVE SE	20	4	PVC/Clay	11' of pvc then changes to clay
123 CORBAN AVE SE	22	4	Clay	offset joints
129 CORBAN AVE SE	25	4	Cast/Clay	5 feet of cast and 20 feet of clay multiple connection with 127and125
130 CORBAN AVE SE	24	4	Cast	Build up in pipe
135 CORBAN AVE SE	23	4	clay	small offsets
138 CORBAN AVE SE	20	4 – 5	Cast/Clay	5' of 4 cast then changes to 15' of 5 clay pipe looks good
144 CORBAN AVE SE	20	4	cast	Pipe is cracked
147 CORBAN AVE SE	23	4	clay	small offsets
150 CORBAN AVE SE	25	4	clay	pipe has a small crack
153 CORBAN AVE SE	22	4	cast	sharp bend down at 2' no build up
162 CORBAN AVE SE	24	4	clay	crack close to tap at main
165 CORBAN AVE SE	20	4	cast/clay	multiple connection with 159
168 CORBAN AVE SE	22	4	cast	pipe looks good
174 CORBAN AVE SE	24	4	cast/clay	cracks in clay
185 CORBAN AVE SE	15	4	pvc	looks good
187 CORBAN AVE SE	25	4	cast	ties into man hole
188 CORBAN AVE SE	15	4	cast	pipe has a little build up

EXHIBIT D
GENERAL CONDITIONS

Please reference online at

<http://www.concordnc.gov/Portals/0/Documents/Engineering/10%2001%2005%20General%20Conditions%20Horizontal.pdf>

Dated: 01/05/2010

EXHIBIT E

STANDARD FORM OF PERFORMANCE BOND

EXHIBIT E

STANDARD FORM OF PERFORMANCE BOND

Date of Execution of this Bond _____

Name and Address of
Principal (Contractor) _____

Name and Address
of Surety _____

Name and Address of
Contracting Body _____

Amount of Bond _____

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

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

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

EXHIBIT E

STANDARD FORM OF PERFORMANCE BOND: (Continued)

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

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

WITNESS:

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

(Proprietorship or Partnership)
Printed Name _____

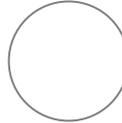
BY _____ (SEAL)
Printed Name _____

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

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____
Printed Name _____



TITLE _____
(Corporation Secretary or Assistant Secretary Only)

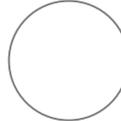
Surety (Name of Surety Company)

WITNESS:

BY _____
Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)



COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent

EXHIBIT F

E-VERIFY

EXHIBIT F

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
- 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
- 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
- 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information. This ____ day of _____, 20__.

(Signature of Affiant)
Print or Type Name: _____

State of North Carolina County of Cabarrus
Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.
My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT G

TAX FORM(S)

EXHIBIT H

CERTIFICATE OF INSURANCE

4824-4465-9749, v. 1