



INVITATION FOR BIDS

TOWN OF KNIGHTDALE

950 Steeple Square  
Knightdale, NC 27545  
Office (919) 217-2200  
Fax (919) 217-2249

ISSUE DATE: 12/23/19  
TITLE: First Floor Renovations  
IFB#: 20-4600-0012  
ISSUING DEPARTMENT: Public Works Department

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

Tim Flora, Finance Director  
919.217.2210  
tim.flora@knightdalenc.gov

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

Phillip Bunton, Director of Public Works  
919.217.2250  
phillip.bunton@knightdalenc.gov

The Town has budgeted this project in the informal bidding range. Bids will be received by the Town of Knightdale, NC until 2:00 pm (EST Council Chambers Clock) Friday January 24<sup>th</sup>, 2020 at 2:00PM. Emailed bids can be accepted.

Pre-bid meetings will be held at the project site and schedule individually. The project address is 950 Steeple Square Court, Knightdale, NC 27545. Scheduling of a Pre-bid meeting is strongly encouraged for all bidders, but is not mandatory.

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

**TOWN OF KNIGHTDALE**

**First Floor Renovations**

**Summary Bid Response Form**

DATE OF ADVERTISING: December 23, 2019  
 DATE OF PRE-BID CONFERENCE: N/A  
 DATE OF BIDS DUE: January 24, 2020 2:00 p.m.

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NC LICENSE NO.: \_\_\_\_\_

TOTAL BID (Numerical): \_\_\_\_\_

TOTAL BID (Written): \_\_\_\_\_

BID DEPOSIT 5%: Not Applicable \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Typed)

By: \_\_\_\_\_

(Signature in Ink)

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## ADVERTISEMENT FOR BIDS

Location: 950 Steeple Square Ct. Knightdale, North Carolina 27545

Project: First Floor Renovations

Hard Copy or emailed Bids will be received by the Town of Knightdale, NC for the renovations of the first floor Human Resources and Finance Suites as noted and detailed in the Scope of Work labeled Attachment A. It is important for bidders to understand this scope accompanies Town-provided plan set dated XXXXX Revision XXXX. Information to properly submit a bid will be found in both documents and bidders should thoroughly review both sets of documents. Plans may be provided to bidders in PDF format by contacting the Town's Project Manager as noted above.

The Town of Knightdale is an Equal Opportunity Employer. Small businesses, minority-owned businesses, women-owned businesses, businesses owned by low and moderate-income persons and Disadvantage Business Enterprises (DBE's) are encouraged to bid.

Bids will be received by the Town of Knightdale, NC until 2:00 pm (EST Council Chambers Clock) Friday January 24, 2020 at 2:00PM. Bids may be hand delivered to First Floor-Customer Service: 950 Steeple Square Court, Knightdale, NC 27545, or they may be emailed to both contacts listed above.

Pre-bid Meetings will be held by appointment only at the Town of Knightdale, First Floor 950 Steeple Square Court, Knightdale, NC 27545. Scheduling a pre-bid meeting is strongly encouraged for all bidders, but is not mandatory.

All contractors bidding on this project must be pre-qualified by having proper licenses as required under the state laws governing their respective trades. Bid Bonds will not be required on this project. The Town of Knightdale reserves the right to waive any informalities or minor defects or reject any and all bids.

PROPOSAL FORM

PROPOSAL FOR THE FIRST FLOOR RENOVATION – TOWN HALL, IN THE TOWN OF KNIGHTDALE, NORTH CAROLINA

DATE: \_\_\_\_\_

TOWN COUNCIL  
TOWN OF KNIGHTDALE  
KNIGHTDALE, NORTH CAROLINA

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the General Conditions, the Special Conditions, the Plans and Specifications, all of which are acknowledged to be a part of the proposal, and the Proposal Form; and he has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the Town Council or Town Manager of the Town of Knightdale under this proposal, to execute within five (5) days, in accordance with such award, a contract, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

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

- (1) If this contract is awarded to him he must, upon completion of this contract, or at any other time requested, furnish to the Town of Knightdale an accurate itemized statement of North Carolina Sales Tax paid on materials, supplies, equipment and any other items charged to this contract.
- (2) The bidder further agrees to begin work within 10 calendar days from date of contract notice to proceed.
- (3) The bidder represents and agrees to complete the entire project by within 120 calendar days of the issued Notice to Proceed.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

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

Non-Collusion in Bidding

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

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

Type of Business

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

Firm Name: \_\_\_\_\_

Firm Type: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INSTRUCTIONS TO CONTRACTORS

## DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The Town may contract with various categories of legal entities; and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each.

(A) If the contract is with an individual, that individual should sign the agreement exactly as his name is set out

(B) Execution on behalf of a corporation, authorized corporate officer must sign, with 2D officer signing to attest (which is 2D officer's verification of authority and signature authenticity), plus corporate seal affixed. The following are corporate officers allowed to sign for the corporation: president; vice-president; chairman; CEO; CFO; and Treasurer. The following officers are typically authorized to attest: secretary; vice president, trust officer; clerk to board; cashier (only for banks); and their assistants or deputies.

A sole corporate officer may sign, accompanied with a notary's acknowledgement, using the corporate acknowledgement form.

(C) If the agreement is with a partnership (General Partnership or Limited Partnership), a general partner must sign and his/her/its signature must be notarized.

(D) LLC - LLC "Manager" or "managing member" must sign with proper notary acknowledgement.

2. After signing the contract, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.

3. If required, the Performance and Payment Bonds should be attached to the Contract package. Bonds are required by law on construction and repair contracts subject to formal bidding requirements (N.C.G.S. § 143-129 et seq. -- \$500,000.00 for construction. They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgement form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents. Bonds should not be dated. Bonds will be dated on or after the contract date by the Town.

4. The instrument should not be dated, except by the last person executing the contract, normally the Town Clerk

5. Non-discrimination provisions should be included with the contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.

6. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the Town.

7. Five (5) original copies of the contract are sent to the Contractor for execution. These five originals should be signed and returned to the Town of Knightdale for final execution, after which two copies will be returned to the Contractor. One copy may be retained by the Contractor and the other, for the use of the bonding company(s).

8. The minority business firm listing is to be completed and submitted as part of the contract. Additional pages may be added as needed. All backup information related to solicitation of minority participation shall be copied and submitted with the contract.



## CONTRACT FORM

## NORTH CAROLINA WAKE COUNTY

THIS CONTRACT is made and executed into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between TOWN OF KNIGHTDALE, NORTH CAROLINA, a municipal corporation hereinafter designated as the "TOWN" or the "OWNER" and \_\_\_\_\_ hereinafter designated as the "CONTRACTOR":

## WITNESSETH:

That pursuant to the provisions of Chapter 143-128 et seq., as amended, of the General Statutes of North Carolina, proposals were invited by advertisement in accordance with law for the construction of the improvements hereinafter referred to. All proposals having been duly opened and recorded as provided by law, the Town

Council of the Town of Knightdale, at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ awarded the contract for said construction to the aforesaid Contractor, the Contractor's proposal being a part of the contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the TOWN, hereinafter specified, the Town and the Contractor agree as follows:

## I. DESCRIPTION OF WORK

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

A. Renovations to HR and Finance Suites on the first floor of Town Hall, as detailed in the Scope of Work marked Attachment A, and **plan set dated XXXXXX, Revision XXXX**

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

A. Submittals for all purchased items as noted in the Scope of Work marked in Attachment A and **plan set dated XXXXXX, Revision XXXX**

The originals of such specifications, schedules, drawings and other documents are on file in the office of the Public Works Director of the Town of Knightdale. The Contractor shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the Public Works Director or such other official, employee, or other agent of the Town as the Town may designate.

## II. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor will accept the prices specified in this contract and in the proposal in full compensation and satisfaction for the performance of this contract and as consideration of this contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of

or on account of the performance of the work required by this contract, and for all risks of every description connected with the said work; and the Contractor shall be responsible for well and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this contract.

### III. TIME OF COMMENCEMENT AND COMPLETION

The work required by this contract shall be commenced by the Contractor no later than 10 days after the issued Notice to Proceed and the entire work shall be completed within 120 calendar days of the issuance of the Notice to Proceed. Failure to complete the work by within the designated performance period will result in damages due to public inconvenience, obstruction and delay to traffic, safety, and other considerations. For each consecutive calendar day in excess of the contract time specified the contractor will be assessed liquidated damages at the rate established as follows: \$500 per calendar day.

### IV. QUALITY AND WORKMANSHIP

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

### v. COMPENSATION

In consideration of the performance of this contract and the full completion of the work required of the Contractor by the terms and conditions of the contract, the Town agrees to pay to the Contractor the unit prices bid by the Contractor in his proposal payable as follows: Partial payments will be made to the Contractor by the Town every thirty days after work is commenced to the extent of ninety-five percent of the work then completed as estimated by the Public Works Director of the Town of Knightdale and other officials or other representatives designated by the Town. Final estimate of the amount due to the Contractor will be made within thirty days after the certified completion and final acceptance of all the work required by the contract. Payment to the Contractor by the Town of the amounts so determined to be due, in accordance with this Contract, shall relieve the Town from all claims for work done and materials and equipment furnished under this Contract.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

### VI. SURETY BONDS

*(Not Applicable for this project)* The Contractor has furnished and attached hereto a Performance Bond in the penal sum of dollars, and a Payment Bond in the penal sum of \_\_\_\_\_ dollars covering the faithful performance of this Contract and the payment of all obligations arising hereunder, in such form and content as the Town may prescribe and with surety approved by the Town. Should any surety upon the bond for the performance of this Contract become unacceptable to the Town, the Contractor must promptly furnish additional security as may be required from time to time by the Town to protect the interests of the Town and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

#### V. CONTRACTOR'S WARRANTIES

The Contractor, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one year after final acceptance of the work performed.

It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the Town of Knightdale relating to work done in the public streets or other public property of the Town.

The Contractor has provided and attached hereto a Certificate of Insurance indicating compliance with the insurance requirements set forth in the Knightdale Town Code and applicable hereto.

#### VI. AMENDMENTS AND MODIFICATIONS

The following additional provisions and/or changes in the foregoing provisions of the Contract have been made in this Contract prior to its execution:

(Indicate changes, if any)

#### VII. CONTROLLING LAW

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

#### VIII. NON-DISCRIMINATION ASSURANCES

In consideration of the signing of this contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract, no matter how remote. This provision is hereby incorporated into this contract for the benefit of the Town of Knightdale and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided. This agreement shall be binding on the successors and assigns of the parties with reference to the subject matter of this contract.

#### IX. NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Town hereby acknowledge that the Town has acquired permanent and temporary easements on public and private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements or other property

interests) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE TOWN WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE TOWN OF KNIGHTDALE. Accordingly, the Contractor will be solely responsible for such actions, and hereby agrees to hold harmless and indemnify the Town from all actions, claims, liabilities, and costs, including the payment of attorney's fees, arising from such actions. The Contractor further acknowledges that the Town may deduct or set-off from payments otherwise due the Contractor under the Contract sums reasonably estimated to represent the Town's liabilities or costs resulting from such trespass, occupancy or intrusions onto private property.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the Town in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the Town of Knightdale, and its Contract with the Town of Knightdale, and that the Contractor will be solely responsible for activities carried out on such areas.

#### X. CERTIFICATE OF INSURANCE

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

- A. Workers' Compensation Insurance - Limits of no less than \$1,000,000 each accident, each employee and policy limit. Waivers of Indemnity are not recognized by the North Carolina Department of Insurance and will not be accepted by the Town of Knightdale.
- B. Commercial General Liability - Combined single limits of no less than \$2,000,000 each occurrence and \$5,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability. "Town of Knightdale is named additional insured as their interests may appear" must be endorsed onto policy and listed on Certificate of Insurance.
- C. Commercial Automobile Liability- Limits of no less than \$1,000,000 Combined Single Limit. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Town of Knightdale site. "Town of Knightdale is named additional insured as their interests may appear" must be endorsed onto policy and listed on Certificate of Insurance.

All insurance companies must be licensed in North Carolina and be acceptable to the Town of Knightdale's Risk Manager. Contractor shall be required to provide the Town no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Contract.

#### XI. INCORPORATION OF DOCUMENTS

All documents and other items physically attached to this CONTRACT and all other documents incorporated hereinto by reference are to be considered fully a part of the CONTRACT, such items including the following, as indicated:

- (        )      Advertisement for Proposals
- (        )      Contractor's Proposal
- (        )      Procedure for NC Sales Tax Reporting
- (        )      Non-Discrimination Assurances
- ( N/A   )      Performance Bond (w/Power-of-Attorney)
- ( N/A   )      Payment Bond (w/Power-of-Attorney)
- (        )      Certificate of Insurance (inserted behind Page\_\_\_\_\_)
- (        )      General Conditions
- (        )      Special or Supplemental Conditions
- (        )      Initialed Scope of Work (Attachment A)
- (        )      Other – Contractors Licenses (submit all applicable)

THE CONTRACTOR

\_\_\_\_\_

BY:

\_\_\_\_\_

(Subscribe and indicate capacity)

(IF CORPORATE)

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

Corporate Secretary

(AFFIX CORPORATE SEAL)

THIS INSTRUMENT APPROVED AS TO FORM:

THE OWNER

The Town of Knightdale

BY:

\_\_\_\_\_

William Summers, Town Manager

ATTEST: \_\_\_\_\_

Town Clerk

(AFFIX TOWN SEAL)

\_\_\_\_\_  
Town Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This is to certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

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

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

My Commission Expires:

Notary Public

(SEAL)

TOWN ACKNOWLEDGMENT

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came Heather Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk and Treasurer and Bill Summers, is the Town Manager of the Town of Knightdale, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Town Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this.

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

This the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

My Commission Expires:

Notary Public

(SEAL)

TOWN ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify that on the \_\_\_\_ day of \_\_\_\_ 20 \_\_, before me personally came Heather Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk and Treasurer and Bill Summers, is the Town Manager of the Town of Knightdale, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Town Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this.

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(SEAL)

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Notary Public do hereby certify that

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

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public

(SEAL)

TOWN ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally came Heather Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk and Treasurer and Bill Summers, is the Town Manager of the Town of Knightdale, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Town Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this.

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

(SEAL)



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

Notary Public  
(SEAL)

TOWN ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me personally came Heather Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Town Clerk and Treasurer and Bill Summers, is the Town Manager of the Town of Knightdale, the municipal corporation described in and which executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said Town Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this.

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

(SEAL)

PROCEDURE FOR REPORTING NORTH CAROLINA SALES TAX EXPENDITURES ON TOWN OF  
KNIGHTDALE CONTRACTS

- I. The following procedure in handling the North Carolina Sales Tax is applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the owner may recover the amount of the tax permitted under the law.
2.
  - (a) It shall be the general contractor's responsibility to furnish the owner documentary evidence showing the materials used and sales tax paid by the general contractor and each of his subcontractors. Any county sales tax included in the Contractor's statements must be shown separately from the state sales tax. If more than one county is shown, each county shall be listed separately.
  - (b) The documentary evidence shall consist of a certified statement, by the general contractor and each of his subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes by each county paid each vendor. The certified statement must show the invoice number(s) covered and inclusive dates of such invoices. State sales tax shall be listed separately from county sales tax. If more than one county is shown, each county shall be listed separately.
  - (c) Materials used from general contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
  - (d) The general contractor shall not be required to certify the subcontractor's statements.
  - (e) The documentary evidence to be furnished to owners eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by contractors and subcontractors in the performance of contracts with churches, orphanages, hospitals not operated for profit, educational institutions not operated for profit, and other charitable or religious institutions or organizations not operated for profit and incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations, and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14 and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annexed to buildings or structures being erected, altered, or repaired under contracts with such institutions, organizations or governmental units.
3. The Contractor or contractors to whom an award is made on this project will be required to follow the procedure outlined above.
4. The Contractor is advised that all requests for payment, partial or final, for work completed under this contract must include a sales tax report submitted in accordance with the procedures outlined above.

*(REQUIRED AT TIME OF FINAL PAYMENT)*

AFFIDAVIT  
FIRST FLOOR RENOVATION PROJECT

Town of Knightdale Project No. M2013-002  
State of North Carolina  
County of Wake

In the State of North Carolina, County of \_\_\_\_\_, being duly sworn, deposes and says that they are \_\_\_\_\_ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under Town of Knightdale Project Number 20-4600-0012; and, acting in their official Capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the Contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

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

Witness my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires: (SEAL)

## GENERAL CONDITIONS

## 1) Definitions

- a) The contract documents shall consist of the Contract, the accepted Proposal, the General Conditions of the Contract, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.
- b) Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by contract.
- c) Whenever the term "Public Works Director" is mentioned, it is understood to mean the Public Works Director of Knightdale, North Carolina, his assistant or duly authorized agent. The Public Works Director shall make all necessary explanations as to the meaning and intent of the Specifications and may correct any errors or omissions in same which is necessary for the proper fulfillment of its intentions.
- d) Whenever the term "Town" is used, it is to mean the Town of Knightdale, North Carolina.
- e) The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.

## 2) Bidders Disqualification

- a) The Town Manager may disqualify bidders from participation in bidding and award of contracts for Town construction projects based on the following conditions existing simultaneously:
  - i. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.
  - ii. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty percent. The percentage of work completed will be the dollar value of the work complete as defined above divided by the current contract amount as defined above. The percentage of contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.
- b) The Town Manager shall not include any late days which are caused by the Town in any of his calculations directed at determining bid status.
- c) Any contractor who wishes to contest the decision of the Town Manager declaring ineligibility may appeal to the Town Council by delivering a notice of appeal to the Town Clerk no later than ten days after receipt of the Town Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms.
- d) When considering an appeal the Town Council shall consider, among other things, the report of the Town Manager, the notice of appeal, and the Contractor's current status on any other current Town contracts and its performance on any other contracts to which the Contractor and the Town have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.

- 3) Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.
- 4) Intent of Documents
  - a) The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 5) Detail Drawings and Instructions
  - a) The Public Works Director shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.
- 6) Progress Schedule
  - a) The Contractor shall submit for approval by the Public Works Director prior to the pre-construction conference, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various operations of the work. This schedule of completed stages will be utilized on a monthly basis for assessment based on the Contractor's progress in comparison with the approved progress schedule. If applicable, liquidated damages will be deducted on a monthly basis based on the approved project schedule. The progress schedule shall be in graphic form and if required, in accordance with the form supplied by the Town.
- 7) Contractor's Understanding
  - a) It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Town, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.
- 8) Superintendence by Contractor
  - a) Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town of Knightdale on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work. The Contractor shall notify the Public Works Director 48 hours in advance of any work scheduled on weekends.
- 9) Materials. Appliances, Employees
  - a) Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
  - b) Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials, and supply submittals and samples as requested in the Scope of Work.

- c) The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them.

#### 10) Technical Specifications and Drawings

- a) Anything mentioned in the Scope of Work and not shown on the Drawings or shown on the Drawings and not mentioned in the Scope of Work shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Scope of Work, the Scope of Work shall govern. In case of any discrepancy in Drawings, or Scope of Work, the matter shall be immediately submitted to the Town of Knightdale without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 11) Royalties and Patents

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

#### 12) Permits

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

#### 13) Protection of Work and Property

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

#### 14) Cooperation with Utility Owners

- a) Prior to the beginning of construction, the Town will notify all utility owners known to have facilities affected by the construction of the project. The Contractor shall coordinate the schedule with the utility owners for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his contract.
- b) The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.
- c) The Contractor shall cooperate with the utility owner, and/or the owner's representative in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the Town.

- d) In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.
- e) Existing fire hydrants shall be kept accessible to fire department personnel at all times, Contractor parking or blocking of fire hydrants is specifically prohibited.
- f) Prior to submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.
- g) Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

#### 15) Inspection of Work

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

#### 16) Changes in Work

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

#### 17) Conformity with Plans and Specifications

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

#### 18) Liquidated Damages and Delays

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

#### 19) No Damages for Delays

- a) The Town shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Town for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the Town outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and



exclusive remedy in the event of his inability to achieve completion by the contract deadline due to claimed delays shall be an extension of the contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

20) Town Hall Accessibility

- a) Town Hall will remain open to the Public during the course of project completion. The Contractor shall take reasonable measures including, but not limited to, those detailed in the Scope of Work to shield the public from danger and pollution (noise, dust, trash) associated with the project. The Contractor shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, by reason of such measures.

21) Town's Right to Do Work

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

22) Correction of Work Before Final Payment

- a) Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the Public Works Director as failing to conform with the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Town and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

23) Final Inspection, Clean Up and Project Final Acceptance

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

- b) Cleanup Work
  - i) Clean up work shall include cleanup of trash in and around the construction area, and the proper screening and sealing of work areas and construction demolition or materials storage.
- c) Project Final Acceptance
  - i) The Contractor, after finishing all cleanup work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and cleanup work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the Public Works Director's Representative to issue the Final Acceptance Document.

#### 24) Payments to Contractor and Retainage

- a) Partial Payments
  - i) Partial payment, if applicable will be based upon progress estimates prepared by the Public Works Director once each month on the date established by the Public Works Director.
  - ii) Monthly or partial payments made by the Town of Knightdale to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Town of Knightdale. Such payments shall not constitute a waiver of the right of the Town of Knightdale to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the Town of Knightdale in all details.
- b) Retainage
  - i) An amount equal to five percent (5%) of the total amount due will be deducted and retained until 90 percent (90%) of the work is completed.
  - ii) After 90 percent (90%) of work is completed, a reduction in retainage to two percent (2%), if warranted by job performance, may be approved by the Public Works Director after review and approval of the Town Manager.
- c) Final Payment
  - i) After final inspection and acceptance by the Town of Knightdale and Public Works Director of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.
  - ii) The Town of Knightdale before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the Town of Knightdale deems the same necessary in order to protect its interest. The Town of Knightdale, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.

- iii) Withholding of any amount due the Town of Knightdale as "Liquidated Damages", shall be deducted from payments due to the Contractor.
- iv) The Town may withhold on account of subsequently discovered evidence, nullify whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:
  - (1) Defective work not remedied.
  - (2) Claims filed or reasonable evidence indicating probable filing of claims.
  - (3) Failure of the Contractor to make payments properly to Subcontractor or for materials or labor.
  - (4) A reasonable doubt that the Contract can be completed for the balance unpaid.
  - (5) Damage to another Contractor.
  - (6) When the above items have been cleared to the satisfaction of the Public Works Director, payment shall be made for amounts withheld because of them.

#### 25) Town's Right to Terminate Contract

- a) If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if they should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the Public Works Director, or otherwise be guilty of a substantial violation of any provision of the contract, then the Town, upon the certificate of the Public Works Director that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Town. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Public Works Director.

#### 26) Contractor's Right to Stop Work or Terminate Contract

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

#### 27) Liability Insurance

- a) The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and such other insurance as will protect him and the Town from any other claims for damages for property damage and personal injury, including death, which may arise from operations under this contract whether such operations be by himself, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of

insurance shall be filed with the Public Works Director, if he so requires, and shall be subject to his approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted.

#### 28) Care of Work

- a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town of Knightdale.
- b) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the Town of Knightdale. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Town of Knightdale as provided in Section 16 "CHANGES IN WORK" under GENERAL CONDITIONS.
- c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- d) The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Knightdale from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town of Knightdale may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- e) Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

#### 29) Indemnity

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

#### 30) Safety and Accident Prevention

- a) General
  - i) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

- ii) All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
  - iii) The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
  - iv) The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.
- b) Records
- i) The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the Town of Knightdale with reports concerning these matters.
- c) Indemnity
- i) The Contractor shall indemnify and save harmless the Town of Knightdale from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- 31) Bidding Process and Guaranty Bonds
- a) Bidding Process
- i) The Town of Knightdale's bidding process policy is regulated by the North Carolina State GS 143-129, GS 143-131 and Town of Knightdale Standard Procedure 501-3 which define Formal and Informal public contract.
    - (1) Formal Contracts, as described by GS 143-131, are those contracts for construction or repair work that require expenditure of \$300,000.00 or more; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require an expenditure of \$90,000.00 or more.
    - (2) Informal Contracts, as described by GS 143-131, are those contracts for construction or repair work that require expenditure of \$5,000.00 to \$299,999.00; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require expenditure of \$5,000.00 to \$89,999.00.A
  - ii) All Bids as described in 32 (a)(i)(1) shall be accompanied by a deposit equal to not less than 5 percent of the total amount of the Bid in the form of cash, cashier's check, a certified check or a bid bond by a surety authorized to do business in the State of North Carolina.
- b) Guaranty Bonds for Formal Contracts
- i) The successful bidder in a formal contract, within ten (10) days after the notice of award is received by him, shall provide the Town of Knightdale with a contract payment bond and a contract performance bond, each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with GS 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

- ii) The successful bidder's failure to execute the contract and file acceptable bonds within ten (10) days after the notice of award is received by him will be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract.
    - iii) Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract, or otherwise as the Town of Knightdale may decide.
  - c) Guaranty Bonds for Informal Contracts
    - i) The successful bidder, within ten (10) days after the notice of award is received by him, shall provide a payment bond in the amount of 100 percent of the amount of the contract.
    - ii) No performance bond or payment bond will be required for individual construction contracts if the total cost is less than \$100,000.00. A performance bond and payment bond for the full amount of the contract is required for all construction contracts over \$50,000.00 if the contract is part of a project with a total cost of over \$299,999.99. In place of the bonds the Contractor may deposit money, a certified check, or acceptable government securities.
- 32) Sanitary Facilities
  - a) The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Town of Knightdale. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
- 33) Use of Premises
  - a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the Town of Knightdale and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
  - b) The Contractor shall comply with all reasonable instructions of the Town of Knightdale and the ordinances and codes of the Town of Knightdale, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.
- 34) Liens
  - a) Neither the final payment nor any part of the retained percentage shall become due until the Contractor, shall deliver to the Town a complete release of all liens arising out of the contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Public Works Director, to indemnify the Town against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the Town all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
  - b) A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the Contractor's request for final payment.
- 35) Working Time Restrictions

- a) Working Hours are specified in the Scope of Work.

#### 36) Assignment

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

#### 37) Separate Contracts

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

#### 38) Subcontracted Work and Subcontractors

- a) The Contractor shall perform a minimum 50% of the work under the contract with his own forces. Unless otherwise stated elsewhere in the contract, the Contractor shall not subcontract more than 50% of the work stipulated in this contract.
- b) The Contractor shall, as soon as practicable after the signing of the contract, notify the Public Works Director in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Public Works Director may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the Town for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Town.
- c) The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Public Works Director. A period of seven (7) days minimum is required for the approval of a subcontractor.

#### 39) Points and Instructions

- a) The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Public Works Director for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

#### 40) Status of Public Works Director

- a) The Public Works Director shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

#### 41) Public Works Director's Decision

- a) The Public Works Director shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the Public Works Director shall be final.

#### 42) Lands for Work

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

#### 43) Cleaning Up

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

#### 44) Access to Property

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

#### 45) Safeguards

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

#### 46) Materials Sampling and Testing

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

#### 47) Tools, Plant and Equipment

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

#### 48) Measurement of Quantities

- a) The quantities of work performed will be computed by the Public Works Director on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications shall designate the manner in which the measurements of the various types of work shall be measured.

#### 49) Working Day Defined

- a) A day shall be counted as a working day in the opinion of the Public Works Director, whether conditions would permit the Contractor to do six (6) hours of work within daylight hours. Days of delay due to acts of God, strikes, court orders, and things of like nature causing delay of the work shall not be counted a working day. The Public Works Director shall keep a daily record of working conditions and when requested to do so, he/she shall furnish the Contractor within a reasonable time the number of working days that have elapsed.
- b) Unless crews are on site prior to 1:00 p.m. of any workday, the Public Works Director has the right to refuse any work that the Contractor may do. To start work after 1:00 p.m. on a workday,



the Contractor must have prior permission from the Public Works Director. Should this occur, it will be counted as a working day that the Contractor should have worked. It will not be counted as a day of delay. When work is to resume, one (1) day prior notice must be given to the Public Works Director. That work will begin the next day.

50) Project Time Defined

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

51) Guarantee of Work

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

52) Force Account Work

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

53) Disposal of Waste Materials of Construction

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

54) Contractor License

- a) All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of North Carolina whether he (they) is/are a resident or nonresident of this State, in accordance with GS 87-10 and shall be advised that they must show evidence of a license issued by the North Carolina Licensing Board for General Contractors before the bid is considered. The bidders are advised that Article 37 Subcontractors, of the General Conditions shall be strictly adhered to during the term of this contract.

55) Emergency Work Crew

- a) The Contractor and/or the Contractor's subcontractors shall provide an emergency repair crew with adequate trucks and other equipment available when needed to make repairs, clean-up, signing and other work required in connection with this contract. This repair crew shall be on call during non-working hours and during weekends and holidays. The name, address and phone number of at least two responsible members of this crew shall be provided the Public Works Director or his representatives prior to beginning any work. The members of this crew shall be based, reside, live or stay in Wake County during the periods that they are on call. Should this "emergency" crew be unavailable for any reason when needed, the Town shall have the right to have the required work performed by the quickest means available and the Contractor shall be back-charged at a rate of two (2) times the total cost to the Town.

## 56) Construction Water

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

## 57) Business Assistance Program (BAP) for Minority and Woman Owned Businesses

- a) General contract bidders on Town of Knightdale contracts are encouraged to include minority and woman owned businesses in the performance of contracts and subcontracts for construction and material supply. Minority and woman owned businesses are those defined by NC Statute. Proof of HUB or other status must be provided to the Town.

## 58) Dust Control

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

## 59) Traffic Control

- a) For any work where traffic control is required, work performed without traffic control, as per MUTCD, will not be paid for by the Owner.

## STANDARD GENERAL PROVISIONS

All construction shall conform to pertinent OSHA requirements, Town of Knightdale Standards and Specifications. Editions in effect at the time of the bid date shall govern.

- 1) Construction Progress Schedule and Bi-Weekly Meetings
  - a) If the project timeline demonstrates the need, the Contractor shall provide, at the pre-construction conference, a completed Town of Knightdale progress schedule. The schedule shall be kept up to date and presented with each month's billing information and shall be made available at the bi-weekly progress meetings and at other times as may be deemed necessary by the Public Works Director or his representative. The Contractor will be represented at bi-weekly progress meetings during the construction of this project. The meetings will be held at the project site or in the Town offices as determined by the Town.
- 2) Progress Schedule Liquidated Damages
  - a) Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of FIVE HUNDRED DOLLARS (\$500.00) per day. This will be adjusted and assessed on a monthly basis at the time of each partial payment request based on the Contractor's progress in comparison with the approved progress schedule.
- 3) Unit Bid Price
  - a) The unit bid price on the items in this contract shall include all materials, labor, equipment, and incidentals necessary to satisfactorily install said items completely in place and accepted unless otherwise mentioned in this contract document.
- 4) Point of Contact
  - a) The Contractor upon start of construction shall provide the Public Works Director with names, email addresses, and telephone numbers of two people to be contacted after office hours in case of emergency.
- 5) Material Tickets
  - a) If applicable, the Contractor shall turn in all material tickets for the purpose of payment to the Project Inspector on a daily basis.
- 6) Trenches
  - a) If applicable, all trenches shall be back-filled and made safe at the end of each workday. Payment for installation of utility and drainage lines that requires open cut to existing pavement shall include the cost of pavement for repairs (including pavement saw cut and removal) as incidental to the installation of the utility. No separate payment will be made for this work unless otherwise specifically mentioned in this contract.
- 7) Subsurface Investigation
  - a) The Contractor shall make his/her own subsurface investigations. Any information obtained by the Town as a result of its own subsurface investigations will be made available upon request. This information is provided for informational purposes only and shall not relieve the Contractor of responsibility for making his own investigations.
- 8) Traffic Control

- a) If applicable to the project, the Contractor shall provide all traffic control devices and signs to warn the traveling public in accordance with the latest Manual on Uniform Traffic Control Devices (MUTCD). Two-way traffic shall be maintained at all times, unless otherwise required by the traffic control plan. The Contractor shall indemnify and save harmless the Town of Knightdale and all its officials, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or sustained in providing traffic control services.
- 9) Materials and Equipment Storage and Parking
- a) When vehicles, equipment, and materials are not being actively used they shall be moved at least 30 feet away from the edge of any travel way open to traffic (or as directed by the Public Works Director). All debris shall be immediately moved to a location at least 30 feet from the edge of any travel way open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier, a 5-foot minimum offset from the rail shall be used.
- 10) Personnel Parking
- a) All personnel involved with construction operations shall not park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.
- 11) Coordination with Utility Companies (See Article 14 of DETAILS)
- a) Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the Town, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the Public Works Director who will determine the number of such holes and will schedule the Town resource to locate utility vertical and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.
  - b) The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.
  - c) The Town has coordinated designs of utility relocation with private utility owner representatives. Existing utility, design and conflict resolution plans are included as a part of the contract.
  - d) The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The Town, at the time of pre-construction conference, will provide names, addresses and telephone numbers of private utility owner representatives.
  - e) All underground utilities may not have been identified. The Contractor shall call North Carolina One Call to identify underground utilities before starting any digging and/or excavation operation.

- f) The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

12) Protection of Existing Plants

- a) Where applicable, the work under this item shall consist of the protection of selected trees, shrubs, or other woody plants. The plants protective fencing shall meet the requirements of Town of Knightdale Standard Drawing
- b) Fencing shall encompass the plants to the drip-line. Deviations from this must be approved by the Public Works Director. Plant protective fencing shall be installed prior to beginning any construction on this project. Plant protective fencing shall be constructed at the locations as directed by the Public Works Director and in accordance with Town specification. The fencing shall be maintained in place until all construction operations in that particular area are complete. At completion, only light grading equipment such as small agricultural tractors shall be allowed on the plants' roots. Fill dirt no deeper than two inches shall be allowed under the limb spread of any plant. No building materials, dirt, or equipment shall be stored inside the protective fencing. Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Public Works Director at the Contractor's expenses. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.
- c) The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site as (approved by the Public Works Director) to complete the work.

ADDENDUM A  
Scope of Work