

Request for Qualifications

26-20250804

For the Construction of
Knightdale Centennial Clock Tower
Using the Design-Build Delivery Method

Date Issued

August 04, 2025

Due Date

September 08, 2025 1:00 PM EST

Delivery Instructions

Electronic:

Please deliver .PDF Versions to purchasing@knightdalenc.gov

Physical Deliveries:

Town of Knightdale
Attn: Knightdale Clock Tower RFQ
950 Steeple Square Ct.
Knightdale NC 27545

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Notice

As provided for under General Statue section 143-128. 1A., the Town of Knightdale (as referred to as “the Town”) has elected to use design-build as the contracting method for the construction of new clock tower structure to be located on a portion of the Town-owned property located at 810 N. First Ave. Knightdale, NC 27545. The clock tower will commemorate the 100-year anniversary of the Town’s official incorporation. This project is included in the Town’s FY 2026-27 Capital Improvement Program.

All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

Project Overview

Background

The Town of Knightdale seeks to commemorate the 100-year anniversary of its incorporation by constructing, commissioning and dedicating a clock tower at its flagship park, Knightdale Station Park. This project was envisioned by Town Council members and included as a Capital Improvement Project (CIP) for the fiscal years 2026-27.

Location

The proposed location for this project is Knightdale Station Park, specifically at the corner of First Ave and Whistlepost Way. The location is central to the Town's activity base for events, parks and recreation programming, and its Christmas Parade route.

Project Scope

Design

The design shall be a complete turnkey package that shall adhere to the following basic parameters:

- Custom free-standing clock tower conforming to an agreed upon design consisting of vertical structural steel columns and standing seam metal roof.
- Four canister clocks, mounted in clock tower, with backlighting and digital controls.
- Wreath or banner mounting provision, with electrical outlets.
- On-site masonry finish to steel tower base as designated by Town and performed by others.
- The total height of the structure should be between 30-35'.

Sitework design elements should include some indication of accessory landscaping to improve overall pedestrian mobility, and the entire site must be ADA accessible.

Once the initial design is complete, the Town's Public Works Department, Administration, and Planning Department will be involved in the design comment phase to reduce plan review processing time. The Town's Unified Development Ordinance (UDO) will be considered from the start of the design phase of the project. This project is considered an accessory structure by definition of the Town's UDO.

The proposed design should follow the Design Specifications set out in Appendix A.

Project Objectives

The project objectives include but are not limited to:

- Establishing a collaborative relationship between the Town and the Design Build team for the purpose of delivering a well-designed and aesthetically pleasing clock tower.
- Consider the pedestrian and "place making" opportunities with the project.
- Deliver a finished solution by March 15th of 2027 to meet our centennial celebration and ribbon cutting.

- Work within the established budget.

Scope of Work

The scope of work will include but is not limited to the following:

- Comprehensive design process with Town officials to develop and agree on clock tower design.
- Supportive on-site representation at town meetings for project review and approval.
- Engineer stamped drawings by in-house draftsmen of tower and clocks.
- Electrical drawings of clocks, lighting and clock controls for connection to wiring service to tower base.
- Foundation mounting drawings for construction of base and wiring to tower base.
- In-house comprehensive construction of tower, clocks, lighting, clock control systems, and internal tower wiring.
- Tower construction preparation for addition of on-site masonry.
- Delivery of tower to job site.
- Installation of clock tower by proprietary technicians on pre-built foundation and electric supply.
- Instruction to Town officials on operation of clock controls and maintenance of tower and clocks.
- Weekly or Bi-Weekly on-site meetings with Town staff for updates.
- Project closeout, delivering manuals, establishing warranties, and final inspection and acceptance, execution of punch list, and record drawings.

The firm/team assumes design and construction risk and has direct authority over the sub-consultants and subcontractors. The firm/team will act as the Town's fiduciary and have a relationship of trust and confidence between itself and the Town. The Town intends to enter into a Preliminary Design-Build Agreement with the selected Design-Build firm. Upon completion of the preliminary design-build scope of work, the Town intends to develop a lump sum price with the selected Design-Build firm for the project. The Project will be an "open book" job whereby the Town may attend any and all meetings of the firm/team relating to the project and have access to any and all books and records of the firm/team relating to the project.

Estimated Budget

The Town estimates that the budget for this project will be \$350,000 dollars for all expenses associated with every aspect of this project.

Notices

Licensing

All individuals and firms working on this project shall be properly licensed under the North Carolina laws governing their trades.

Non-Collusion

Firms submitting Statement of Qualifications (SOQ) shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project.

Questions regarding contracting with the Town should be directed to:

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

Questions regarding project scope should be directed to:

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

All questions must be in writing and will be shared in a Request for Information document which will be published during the process. Please review the section on Questions and Clarifications for more information. The final decision on the selected firm/team shall be that of the Town Council once the evaluation process is complete.

Content and Format of SOQ

A written SOQ must be submitted in the format outlined herein. Each proposal will be reviewed to determine if it is complete prior to actual evaluation. The submission shall be limited to a maximum of 20 pages (8 ½" X 11, font size 10 or larger). This page limit includes tabs and other dividers. Stick-on tabs are allowed. You may include a 1-page cover letter in addition to the 20-page report. Double-sided pages count as 2 pages. Reference forms will not count towards the page limit. Sample designs and elevations that are included will not count towards the page limit. Email submission of PDF SOQ is preferred, but 4 copies of each SOQ will need to be submitted if delivering hard copies.

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

Section 1 - General information

- Description of firm/team
- Legal company organization; organization chart with names. Organizational chart shall also include major subcontractors. Note that the firms/team may be required to complete a hazardous material survey of impacted facilities and must identify the appropriate staff resources or subcontractor on the organizational chart for this task. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town.
- Identify the Project Manager, all licensed contractors, all licensed subcontractors, and all licensed design professionals who the firm intends to assign to this project.
- List of applicable North Carolina licenses for construction, engineering, or other trades/professions pertinent to the project requirements.

Section 2 - Relevant Firm Experience

- Applicant's overall reputation, service capabilities and quality as it relates to this project.
- List and briefly describe 3-5 comparable projects completed by your firm/team or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value and construction value (original value plus contract amendments, if applicable), project owner, project location, contact name and title, address, current and accurate telephone number, fax number, and email address (if available). Include the initial contract price, final contract price, and an explanation for any difference between the two. Provide the initial dates for scheduled start and finish and the actual start and finish dates, along with an explanation of what caused any difference.
 - Projects involving municipal or educational clock tower buildings will have an increased weight in the evaluation process.
 - Firms may submit simple design plans and front elevations for these projects as part of their submission.
- A minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- Type and amount of self-performed work.

Section 3 - Team Experience & Qualifications

- Describe each team member's position within the firm: experience, certifications, and qualifications. At a minimum the lead designer, project manager, and construction manager, should be identified and available for interview if the firm/team is short listed.
- Provide a statement that all professional subconsultants were chosen based upon qualifications and without consideration of price.
- Briefly describe each team member's role on this project.
- Provide "team" experience working together on similar projects.
- Explain your understanding of, and experience with, the Design-Build Delivery Method.
- Provide information regarding teaming history and working relationship between the Design-Build contractor and the Design-Build consulting engineering firm.

Section 4 - Project Understanding, Approach & Project Management

- Describe your understanding of the project.
- Identify and discuss any potential problems during design and construction.
- Identify and discuss methods to mitigate those problems.
- Describe the work you anticipate self-performing, and the work you anticipate being performed by sub-consultants/subcontractors. Discuss access and capacity of the sub-contractors as well as the subcontractor's history with your firm/team and their qualifications.
- Provide schedule; identify and discuss ideas to accelerate the overall schedule.
- Describe approach to maintaining operations at the facility during construction activities.
- Describe approach to coordination with vendors for startup, training, and warranty compliance.
- Describe your approach to change orders.
- Describe your planning, scheduling, estimating, and construction management tools.
- Describe your quality control plan and dispute resolution.

Section 5 - Other Factors

- Describe approach to safety management. Provide current safety ratings, practices, and firm approach to safety. Note, proposers are directed not to submit full safety plans, however, the Town may request a copy of safety plans if deemed necessary for the selection process or project implementation.
- A description of current and projected workload as it relates to the team's ability to complete the project in a timely manner including level and magnitude of involvement. For the purpose of gauging capacity to handle this project along with other projects without disruption on the Town's schedule.
- Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- A description of any program in place to encourage participation by minority businesses as such is defined in N.C.G.S. § 143-128.2(g) and the outreach efforts which will be used to notify minority businesses of opportunities for participation in the project. Additionally, Firms/Teams must be able to meet the insurance and bonding requirements set forth by the Town and NC General Statutes. *For more information on these General Conditions please view Appendix B.*
- Relevant factors impacting the quality and value of work.
- Any other information pertinent to the team's ability to complete the project.

Section 6 – Legal

No points will be allocated for Evaluation Criteria No. 6; Proposers will be rated as acceptable (pass) or unacceptable (fail).

- List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
- Listing of any pending or settled lawsuits or professional liability claims in which the design builder was involved during the past ten (10) years. All claims shall be included regardless of location.

Procurement Process

Request for Qualifications (RFQ)

- This RFQ is an invitation to interested Design-Build Teams to submit Statements of Qualifications (SOQ) detailing their technical, management, and financial qualifications to design, manage, permit, construct, commission, and closeout the construction of a clock tower.
- Firms may NOT include price estimates for completing the work, nor may they submit any suggested or preliminary sketches or design work for the work described above. Doing so will disqualify the firm's proposal from consideration. However, firms are encouraged to submit examples of their previous work that would demonstrate their particular suitability for this project as an appendix to their SOQ. Joint ventures may submit examples of previous work for any participating joint venturer.
- If the Town does not receive at least three responses to this RFQ, the Town may re-solicit the project in accordance with G.S. 143-128.1A(d). If the Town receives fewer than three responses as a result of a second solicitation, the Town may then proceed to negotiate a contract at a fair and reasonable price with the highest-ranked firm.
- All deliverables required by the RFQ will be set forth at the time and in the manner set forth in Content and Format of Proposal section.
- The Town will evaluate the submissions to determine if the submission is complete and meets minimum requirements.
- If minimum requirements are met, the SOQ will be evaluated according to the selection criteria listed in Evaluation and Scoring Matrix section.
- No more than three teams/firms will be selected as short-list firms, who will be invited for interviews with Town staff.
- The results of the evaluation of the SOQ can be considered in the final selection process.
- Any cost incurred by respondents in preparing or submitting a proposal for the project shall be the respondent's sole responsibility.

Interview Short Listed Firms/Teams

- The Town will contact the selected firms/teams and schedule an interview with Town staff.
- The purpose of the interview will be to clear up any issues with the SOQ and to get a feel for how the team will work with Town staff.

- The interview will also serve as a place for Town staff to ask further questions designed to establish which of the firms is the best fit for the project.
- The interview process will determine the final ranking prior to selection of a firm/team.

Negotiations

- The Town will enter negotiations with the top scoring firm/team from the interview process.
- If an agreement cannot be made with the top scoring firm/team, the Town will move on to the next highest scoring firm/team until a contract is executed, or the Town, in its sole discretion, may decide to terminate the project.
- If the Town is unsuccessful in receiving a price proposal within the identified budget, the Town may decide to terminate the selection process.

Questions and Clarifications

For the purposes of providing clarifications, all questions shall be submitted to Phillip Bunton, Director of Public Works no later than 1:00PM EST on August 22, 2025. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be provided to teams/firms prior to the SOQ due date.

All responses, inquiries, or correspondence relating to this RFQ will become the property of the Town of Knightdale. Respondents shall not seek individual contact or information except by the method allowed in this request. Individual requests for discussions with Town staff or persons associated with this project are prohibited and can be considered grounds for disqualification. All questions properly submitted will be answered in writing and distributed to all interested parties in a timely manner in the form of an addendum.

Anticipated Schedule

DATE	EVENT/PROCESS
08 – Aug 2025	Advertise Request for Qualifications
22 – Aug 2025 1:00PM	RFQ clarification questions deadline
08 – Sept 2025 1:00PM	Statement of Qualifications deadline
22 – Sept 2025	Town notifies shortlisted firms/teams
Week of 29 – Sept 2025	Town conducts interviews with shortlisted firms/teams
15 – Oct 2025	Selected Firm/Team is presented to Town Council for ratification
20 – Oct 2025	Begin Preliminary Design Negotiation Phase
15 – Mar 2027	Project Completion Date
	NOTE: <i>The anticipated schedule provided above is based on available information at the time of this document. Further clarification will be provided to the selected firm/team.</i>

Evaluation, Scoring and Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of

Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ.

The evaluation and scoring criteria will be as follows:

General Information about the Team/Firm	5%
Relevance of experience of the Team/Firm with design build with weighted consideration for public safety and maximum consideration for fire stations	25%
Project Approach, Understanding and Management	20%
Team Experience and Qualifications	15%
Other Factors	15%
References from similar previous projects	20%
Legal and Financial	Pass/Fail

The Town will invite selected teams/firms for interviews. Companies are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than 1 hour with 30 minutes allowed for a presentation and a 30-minute question and answer session. At the conclusion of the interviews the selection committee will rank the firms based on the selection criteria and the interviews. Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting its Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” firm may require subjective judgments by the Town. The Town will then present the findings of the committee and propose the selection to Town Council at a regularly scheduled meeting for approval.

A timely completion date is a priority on this project. Preferred consideration will be given to teams that are able to deliver the project within the expected timeline. Success record on this aspect must be clearly reflected on the submittal.

Statement of Qualifications Submittal

As noted above, the deadline for firms submitting qualifications is 1:00PM on September 08, 2025. No submissions or supporting documents will be accepted after this deadline.

Physical Acceptance/Mailing Location:

Physical Deliveries:
Town of Knightdale
Attn: Knightdale Clock Tower RFQ
950 Steeple Square Ct.
Knightdale NC 27545

Electronic:

Please deliver .PDF Versions to purchasing@knightdalenc.gov

All proposal packages and materials submitted hereunder become the exclusive property of the Town and shall be subject to the provisions of the North Carolina public records laws. The Town of Knightdale reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications.

Appendix A – Requirements

CUSTOM 4-LEG CLOCK TOWER DESIGN, DEVELOPMENT AND FABRICATION

SPECIFICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes 4 leg tower with canister clocks.
- B. See separate sections for wiring and other electrical work associated with tower and components.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Include internally produced plans, elevations, sections, details, and attachments to other work.
 - 1. Include wiring diagrams and layout of tower showing layout as well as exposed finish.
 - 2. Provide separate wiring details for clocks.
 - 3. Provide installation details.
 - 4. Provide structural engineered stamped drawings.
- C. Qualification Data: Sole source provider of complete product design, internally produced drawings, manufacturing of tower, clocks and clock controls, delivery to site and installation.
- D. Operation and maintenance data, including instruction manual for clocks.

1.3 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Manufacturer must have a minimum of 20 years' experience manufacturing exterior clock and tower components and demonstrate at least three similar installations.
 - 2. Installers and maintenance mechanics must be employees of manufacturer and trained

and qualified by manufacturer to install and service clock equipment.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, handle and protect in accordance with manufacturer's instructions and recommendations.

1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components which fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures.

b. Faulty operation of hardware.

c. Deterioration of metals, finishes, and other materials beyond normal weathering.

2. Failures specifically exclude, but are not limited to, normal wear, weather-related failures, and deviation from manufacturer's instructions and recommendations.

B. Warranty Period:

1. Clock Equipment: Three years from date of Substantial Completion.

2. Steel Tower: One year from date of Substantial Completion.

1.6 MAINTENANCE

A. Maintain in accordance with manufacturer's instructions and recommendations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide submittal for review

1. Basis-of-Design Product: Custom 4-leg tower.

2.2 MATERIALS

A. Steel: Alloy and temper recommended by steel producer and manufacturer for type of use

and finish indicated, and as follows:

1. Extruded Shapes: ASTM A505-16, Hot-Rolled.

B. Aluminum: Alloy and temper recommended by aluminum producer and manufacturer for type of use and finish indicated, and as follows:

1. Sheet: ASTM B 209, Alloy 6061.

2. Extruded Shapes: ASTM B 221, Alloy 6063.

3. T and Angle Shapes: ASTM B 308, Alloy 6061-T6.

C. Aluminum Composite Material (ACM): Factory-formed and -assembled composite 3-4 mm thick fabricated from two 0.012-inch thick aluminum sheet facings bonded, using no glues or adhesives, to solid extruded noncombustible thermoplastic core.

D. Translucent Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), with Finish 1 (smooth or polished), and 6 mm thick, unless otherwise indicated; colors as indicated.

E. Fiberglass-reinforced plastic (FRP) material consisting of layers of hand laid fiberglass covered with gel-coat finish painted with acrylic urethane enamel color-coat over epoxy primer/sealer.

2.3 COMPONENTS

A. Tower: A Custom Free-Standing Clock Tower, conforming to agreed upon design with customer, consisting of Vertical Structural Steel Columns and Standing Seam Metal Roof.

The tower columns shall be fabricated from 4" x 4" x ¼" structural steel tubing. Integral horizontal tower elements shall be constructed of 4" x 4" x ¼" structural steel tubing. The overall tower shall be painted a single base color utilizing a 3.5 high solid polyurethane system.

B. Clock Dials:

1. Dial Face: Translucent Acrylic Sheet, 1/4"- 3/8-inch thick (depending on dial size), standard color white.

2. Glazing Bezel Ring: ¼ inch thick Aluminum T shape.
3. Numerals/Characters: Pressure-sensitive film, 2 mil thick, standard color black.
4. Dial Face Design: Selected from manufacturer's standard designs.
5. Marker Design: Selected from manufacturer's standard designs.
6. Colors Specified by customer.

C. Clock Hands:

1. Aluminum Composite Material (ACM) Option: each hand individually balanced, finished with high-density single-stage acrylic urethane top-coated with durable paint, standard color black.
2. Clock Hand Hub: Cast aluminum machined, bored, and sized as needed.
3. Hand Design: Selected from manufacturer's standard designs.

D. Clock Movements: Heavy-duty pulse type driven by synchronous, totally enclosed, high torque, hysteresis-type motor with corrosion-free gearing and self-lubricating bearings.

E. Clock Illumination Canister: Fiberglass-reinforced plastic (FRP) material consisting of three 1-1/2 ounce layers of hand laid fiberglass covered with fifteen to twenty mil thick gel-coat finish painted with acrylic urethane enamel color-coat over epoxy primer/sealer. Interior: gloss white for light reflectance. Rear of canister is completely removable panel.

F. Clock Illumination

1. Rear-Mounted Lighting System: High intensity, white LED light fixtures permanently mounted to internal aluminum hard points encased in the canister's fiberglass mesh. LED's have a 70,000 hour specified life at full power. LED's to illuminate at 325 lumens per square ft of dial face material. Color temperature is 6000k.
2. Wiring: Internal with single, concealed electrical connection to building system. Coordinate electrical characteristics with power supply provided.

G. Clock Controllers:

1. Master Clock Controller (MCC): Compact solid-state design operating pulse-driven or synchronous movements, accurate to within one minute per year, includes 100 year almanac, perpetual clock, menu-driven programming, back-up battery system, automatic reset and automatic Daylight Savings Time (DST) change, GPS receiver.

a. Dimensions: 7 x 7 x 3 inches.

b. Operation: Standard 120 volts -60 Hertz.

2.4 FABRICATION

A. Fabricate to requirements indicated for dimensions, design, and thickness and finish of materials, and to sizes indicated on approved submittal Drawings.

B. Provide separate wiring detail for clock motor and illumination system.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install tower and clocks in locations indicated on Drawings. Provide accessories necessary for complete installation.

B. Install components in accordance with manufacturer's written instructions and recommendations. General: Install clocks in locations indicated on Drawings. Provide accessories necessary for complete installation. Install clocks in accordance with manufacturer's written instructions and recommendations.

C. Comply with requirements for connecting illuminated clocks.

Appendix B – General Contract Conditions

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

- a) The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 5) Detail Drawings and Instructions
 - a) The Town shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.
 - b) Please refer to the latest edition of the Town of Knightdale Standards and specifications for any elements, construction or materials on Town of Knightdale owned right of ways. Further, please refer to latest edition of NCDOT Standard Specification for Roads and Structures for any elements, construction or materials for NCDOT owned right of ways.
- 6) Contractor's Understanding
 - a) It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Town, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.
- 7) Superintendence by Contractor
 - a) Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town of Knightdale on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.
- 8) Materials, Appliances, Employees
 - a) Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
 - b) Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
 - c) The Contractor shall at all times enforce strict discipline and good order among his employees; and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them.
- 9) Technical Specifications and Drawings
 - a) Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Town of Knightdale without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.
- 10) Royalties and Patents

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

11) Permits

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

12) Protection of Work and Property

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

13) Cooperation with Utility Owners

- a) Prior to the beginning of construction, the Town will notify all utility owners known to have facilities affected by the construction of the project. The Contractor shall coordinate the schedule with the utility owners for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his contract.
- b) The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.
- c) The Contractor shall cooperate with the utility owner, and/or the owner's representative in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the Town.
- d) In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.
- e) Existing fire hydrants shall be kept accessible to fire department personnel at all times.
- f) Prior to submitting their bid, the Contractor shall make their own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

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

14) Inspection of Work

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

15) Changes in Work

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

16) Conformity with Plans and Specifications

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

17) Liquidated Damages and Delays

- a) Liquidated Damages. If the work cannot be completed within the time stipulated in the contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Town of Knightdale, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the contract and the Contractor and his sureties shall be liable to the Town of Knightdale for the amount thereof.

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

18) No Damages for Delays

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

19) Town's Right to Do Work

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

20) Correction of Work Before Final Payment

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

21) Final Inspection, Clean Up and Project Final Acceptance

- a) Final Inspection
 - i) When the improvements contained in this contract are substantially completed, the Contractor shall notify the Town in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Town having

charge of the inspection. If the Town determines that the status of the improvements are accurately represented, the Town will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the Town's representatives and the Contractor.

- ii) The Final Inspection Team, on the date agreed upon in 24 (a)(i), shall make a thorough visual inspection to ensure that the project is satisfactorily completed according to the plans and specifications of the contract and that all cleanup work is complete.
 - iii) The Final Inspection Team, following the final inspection, shall prepare a written list of the deficient items and cleanup work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time agreed upon with the Contractor, allowing for the completion of the deficient items and cleanup work. A copy of the list shall be provided to the Contractor.
- b) Cleanup Work
- i) Clean up work shall include cleanup of trash in the medians and rights-of-way. Additionally, cleanup work shall include asphalt or concrete deposits left in any work or staging area, or transit or travel route for the contractor or their subcontractors.
- c) Project Final Acceptance
- i) The Contractor, after finishing all cleanup work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and cleanup work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the Town to issue the Final Acceptance Document.

22) Payments to Contractor and Retainage

- a) Partial Payments
- i) Partial payment, if applicable, will be based upon progress estimates prepared once each month.
- b) Retainage
- i) An amount equal to five percent (5%) of the total amount due will be deducted and retained until 90 percent (90%) of the work is completed.
 - ii) After 90 percent (90%) of work is completed, a reduction in retainage to two percent (2%), if warranted by job performance, may be approved by the Town.
- c) Final Payment
- i) After final inspection and acceptance by the Town of Knightdale of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.
 - ii) The Town of Knightdale before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment, and services to the Contractor, if the Town of Knightdale deems the same necessary in order to protect its interest. The Town of Knightdale, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.
 - iii) Withholding of any amount due the Town of Knightdale as "Liquidated Damages", shall be deducted from payments due to the Contractor.

- iv) The Town may withhold on account of subsequently discovered evidence, nullify whole or part of any certificate to such extent as may be necessary to 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 Town, payment shall be made for amounts withheld because of them.

23) Town's Right to Terminate Contract

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

24) Contractor's Right to Stop Work or Terminate Contract

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

25) Liability Insurance

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

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence (\$5,000,000 aggregate)
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence (\$2,000,000 aggregate)

Workers' Compensation and Employer's Liability	Statutory Limits and must include \$1,000,000 Each Accident, \$1,000,000 Disease (Each Employee, \$1M Disease-Policy Limit)
Builder's Risk	Full cost of the completed project

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

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

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

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

Builder's Risk Insurance: Insurance covering the full value of the completed project.

The selected Contractor shall provide the Town with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty (30) days written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the Contractor shall provide the Town with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the firm to provide such notice, the Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Town. Insurance coverage required in these specifications shall be in force throughout the term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. The Town shall be named as an additional insured and the statement should read "Town of Knightdale is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Should the Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for all available remedies, in equity and at law. The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the Town on demand. The Contractor shall require its subcontractors

to name the Contractor and the Town as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the Town for the acts and omissions of its subcontracts and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

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

26) Care of Work

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

27) Indemnity

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

28) Safety and Accident Prevention

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

- ii) All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.
- iii) The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- iv) The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

b) Records

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

c) Indemnity

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

29) Bidding Process and Guaranty Bonds

a) Bidding Process

- i) The Town of Knightdale's bidding process policy is regulated by the North Carolina State GS 143-129, GS 143-131 and Town of Knightdale Standard Procedure 501-3 which define Formal and Informal bids.
 - (1) Formal Bids, as described by GS 143-129, are those contracts for construction or repair work that require expenditure of \$500,000.00 or more; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require an expenditure of \$90,000.00 or more.
 - (2) Informal Bids, as described by GS 143-131, are those contracts for construction or repair work that require expenditure of \$30,000 to \$499,999; and for the purchase or lease purchase of apparatus, supplies, materials or equipment that require expenditure of \$30,000 to \$89,999.
- ii) All Bids as described in 32 (a)(i)(1) shall be accompanied by a deposit equal to not less than 5 percent of the total amount of the Bid in the form of cash, cashier's check, a certified check or a bid bond by a surety authorized to do business in the State of North Carolina.

b) Guaranty Bonds for Formal Contracts

- i) The successful bidder in a formal contract, within ten (10) days after the notice of award is received by him, shall provide the Town of Knightdale with a contract payment bond and a contract performance bond, each in an amount equal to 100 percent of the amount of the contract. All bonds shall be in conformance with GS 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.
- ii) The successful bidder's failure to execute the contract and file acceptable bonds within ten (10) days after the notice of award is received by him will be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract.
- iii) Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract, or otherwise as the Town of Knightdale may decide.

- c) Guaranty Bonds for Informal Contracts (if Required)
 - i) The successful bidder, within ten (10) days after the notice of award is received by him, shall provide a payment bond in the amount of 100 percent of the amount of the contract.
 - ii) Under North Carolina law, performance and payment bonds must be furnished to the local government by each contractor with a contract costing over \$50,000 on construction or repair projects where the total of all contracts for the project exceeds \$300,000. Each bond must be for 100 percent of the contract amount and must be executed by a surety licensed in North Carolina. If the contractor does not provide performance and payment bonds, he forfeits the bid deposit. In place of the bonds the Contractor may deposit money, a certified check, or acceptable government securities.

30) Sanitary Facilities

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

31) Use of Premises

- a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the Town of Knightdale and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b) The Contractor shall comply with all reasonable instructions of the Town of Knightdale and the ordinances and codes of the Town of Knightdale, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32) Liens

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

33) Working Time Restrictions

- a) No work on or blockage of existing through traffic lanes and/or special turn lanes shall occur on designated streets during the peak traffic hours of 7:00 a.m.-9:00 a.m. or 4:00 p.m.-6:00 p.m., Monday through Friday. Work adjacent to traffic lanes may occur during these hours if proper signage and safety precautions are effected as described in latest edition of the Manual on Uniform Traffic Control Devices.
- b) The Contractor shall have monies withheld due to public inconvenience, obstruction and delay to traffic, safety and other considerations, for any work performed on time restricted streets during 7:00 a.m.-

9:00 a.m. or 4:00 p.m.-6:00 p.m., Monday-Friday at the rate of \$250.00 for every 15 minutes of violation or fraction thereof.

- c) No traffic lane closure (through or turn lane) shall occur on Red Alert Days. Red Alert Days are determined by North Carolina Ozone Forecast Center, Division of Air Quality.

34) 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.

35) Citizen Notification

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

36) 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.

37) Subcontracted Work and Subcontractors

- a) The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the Town may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the Town for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Town.
- b) The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the Town. A period of seven (7) days minimum is required for the approval of a subcontractor.

38) Points and Instructions

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

39) 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.

40) Cleaning Up

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

41) Access to Property

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

42) Safeguards

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

43) Materials Sampling and Testing

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

44) Tools, Plant and Equipment

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

45) Working Day Defined

- a) A day shall be counted as a working day in the opinion of the Town, whether conditions would permit the Contractor to do six (6) hours of work within daylight hours. Days of delay due to acts of God, strikes, court orders, and things of like nature causing delay of the work shall not be counted a working day. The Town shall keep a daily record of working conditions and when requested to do so, he/she shall furnish the Contractor within a reasonable time the number of working days that have elapsed.
- b) Unless crews are on site prior to 1:00 p.m. of any workday, the Town has the right to refuse any work that the Contractor may do. To start work after 1:00 p.m. on a workday, the Contractor must have prior permission from the Town. Should this occur, it will be counted as a working day that the Contractor should have worked. It will not be counted as a day of delay. When work is to resume, one (1) day prior notice must be given to the Town. That work will begin the next day.

46) 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.

47) 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.

48) Force Account Work

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

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

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

50) Contractor License

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

51) Emergency Work Crew

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

52) 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.

53) Minority and Woman Owned Businesses

- a) Bidders and contractors shall take all necessary and reasonable steps in accordance with NC GS 143-128 to ensure that minority businesses have the maximum opportunity to compete and perform under this contract. The Town's goal for this project is 10%. Minority and woman owned businesses are those defined by NC Statute.

54) Dust Control

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

55) Traffic Control

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

56) Sustainability

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