

ATTACHMENT 1 - PROJECT GENERAL PROVISIONS

AWARDING OF CONTRACT

The base bid contract will be awarded to the lowest responsible bidder as required by North Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character as have been completed by them. Qualified contractors must provide supporting documentation of three (3) successfully completed urban stream restoration projects and experience with greenway construction within the past five (5) years. The Town of Morrisville (TOWN) also reserves the right to reject all offers and to waive informalities or technicalities as it may deem to be in its best interest.

LEGAL AUTHORITY

It is the policy of the TOWN to comply with the N.C. General Statutes governing contracts applicable to local governments as they may be amended from time to time. These statutes include but are not limited to the following:

§ 133-27	Suspension from bidding § 33-30 Non-collusion affidavits (authority for local rule)
§ 133-33	Cost estimates; bidders' lists (authority for local rule)
§ 133-32	Gifts and favors regulated
§ 143-131	When counties, cities, towns and other subdivisions may let contracts on informal bids
§ 143-133	No evasion permitted (by division of bills or contracts)
§ 143-134.1	Interest on final payments due to prime contractors; payments to subcontractors
§ 159-28	Local Government Finance (Pre-audit requirements for written agreements)

Other specific duties, responsibilities, and authorities are contained in G.S. Chapters 14, 44A, 160A and 159, the Local Government Budget and Fiscal Control Act. By virtue of these statutes, the TOWN is empowered to enter into the contracts for the procurement of apparatus, supplies, materials, equipment, the contracting of services, and contracts for the repair and construction of buildings and utility infrastructure.

NEGOTIATING WITH OFFERORS

The informal bidding statute G.S. 143-129 (b) allows negotiation with bidders when all bids exceed the "funds available for the project." In this case the TOWN may choose to negotiate with the lowest responsible offeror and make reasonable changes in the plans and specifications necessary to bring the contract price within the funds available.

CONTRACT BONDS

Failure of the CONTRACTOR to provide the required bonds, insurance, and executed contract within ten business days after the notice of award is received by him/her shall be just cause for the forfeiture of any bid bond or bid deposit and rescinding the award of the contract. 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 may decide.

Within ten (10) business days of notification of award of contract equal to or exceeding \$300,000, the CONTRACTOR shall secure and post a Performance Bond and Labor and Material Payment Bond,

each in the amount of 100% of the Total Contract Sum. All such bonds shall be issued by a surety acceptable to the TOWN and appears on the list contained in the U.S. Treasury Department Circular 570. The TOWN shall be named as the beneficiary. Cash bonds will not be accepted.

PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

The TOWN has obtained all necessary permits through USACE and NCDWR. Copies of permits will be made available to the CONTRACTOR. All Contractors and Subcontractors shall have proper and current license(s) under the State of North Carolina laws governing their respective trades.

INSURANCE

The CONTRACTOR shall provide all insurance coverage as required by General Statute GS 20-359.1, such as Workers' Compensation Insurance. Provide insurance in the following amounts:

General Liability	Each Occurrence	\$1,000,000
	General Aggregate per Project	\$2,000,000
Employers' Liability		\$500,000
Automobile Liability		\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate per Project	\$2,000,000
Workers Compensation and Employer's Liability		Statutory Limits

NOTICE TO PROCEED

A Notice to Proceed will be issued to the CONTRACTOR upon receipt of a fully executed contract, bonds (if required), insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the TOWN.

COMPLETION DATE

All Work shall be completed within **450** days from the Notice to Proceed.

LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete the work within the time specified in the contract, the CONTRACTOR shall pay liquidated damages to the TOWN in the amount of **\$1,000.00** for each calendar day of delay until the work is completed or accepted.

If the TOWN terminates the CONTRACTOR's right to proceed, liquidated damage will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase.

FIELD CONDITIONS

Contractors shall visit the work site and be generally familiar with local conditions under which the work is to be performed, correlating personal observations with the requirements of the contract documents. Because the project site is part of a dynamic natural system, field conditions may have changed since any prior survey or assessment. It is the CONTRACTOR's responsibility to confirm and document current site conditions before beginning any work, including but not limited to the identification and location of all utilities and other relevant features. The CONTRACTOR must ensure that all information regarding existing conditions is accurate and up to date to avoid conflicts or issues during project execution.

PRECONSTRUCTION MEETING AND WEEKLY MEETINGS

Within fifteen (15) business days after the Effective Date of the Agreement, but before CONTRACTOR starts the work at the site, a conference attended by CONTRACTOR, TOWN, and others as appropriate will be held to discuss the construction schedule, to discuss procedures, and for processing applications for payment, and to establish a working understanding among the parties as to the Work.

The CONTRACTOR shall meet with the TOWN's project manager no less than once a week to discuss the progress, safety, and other concerns on the job. The meeting place, times and dates shall be mutually agreed upon by both parties.

CONTRACTOR'S CONSTRUCTION SCHEDULE

The CONTRACTOR, promptly after being awarded the contract and before starting work, shall prepare and submit to the TOWN's project manager a construction schedule for work. The schedule shall not exceed time limits current under the contract documents, shall be revised at appropriate intervals as required by the conditions of the work, and shall provide for expeditious and practicable execution of the work.

SUPERVISION AND CONSTRUCTION PROCEDURES

The CONTRACTOR shall supervise and direct the work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless the contract documents give other specific instructions concerning these matters.

The CONTRACTOR shall be responsible for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for, or on behalf of, the CONTRACTOR or any of its Subcontractors.

Unless otherwise provided in the contract documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the work. The CONTRACTOR shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

REFERENCE POINTS

The CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve any established reference points and property monuments, and shall make no changes or relocations without the prior approval of the TOWN. The CONTRACTOR shall report any reference point or property monument lost or destroyed or requiring relocation because of necessary changes in grade or locations and shall be responsible for the accurate replacement or relocation by professionally qualified personnel.

USE OF SITE AND LAY DOWN AREA

The CONTRACTOR shall confine operations at the site to areas permitted by law and authorized by the TOWN for use and storage and shall not unreasonably encumber the site with materials or equipment. The CONTRACTOR shall not park, stage, or store materials, equipment or vehicles within any public right-of-ways. The CONTRACTOR shall provide toilet facilities for his employees. The CONTRACTOR must receive authorization from the TOWN to the exact placement of the portable toilet(s) prior to installing at the job site.

TIME

The date of commencement of work is the date established in the contract. The word "day" shall mean calendar day.

Substantial Completion is when the work is sufficiently complete so the TOWN can occupy or utilize the work for its intended use, but punch list items still exist.

Extensions of time for adverse weather conditions shall be based on the thirty-year average (1971-2000) for precipitation, temperature, etc., from the nearest reporting National Oceanic and Atmospheric Administration (NOAA) station (RDU Airport) Climatology Report No. 20 for the months involved. The CONTRACTOR may request weather delays monthly with each Progress Payment Request, by providing documentation that the weather delays are more than the average annual conditions for the time of the year (equal or greater than 0.10 inches of precipitation measured) at the RDU Airport.

DAY AND TIME RESTRICTIONS

All construction activities must be conducted between the hours of 7:00 am and 9:00 pm, Monday through Saturday, with the exception of TOWN holidays. All work hours shall be communicated to the TOWN, and any Sunday or holiday or work on Monday – Saturday outside the normal working hours (7:00 am and 9:00 pm) must be approved by the TOWN at least two (2) workdays in advance.

INSPECTION OF WORK

The TOWN Engineer and/or his representative shall always have access to the work whenever it is in preparation or progress, and the CONTRACTOR shall provide facilities for such access and for inspection.

If the specifications, the TOWN Engineer's instructions, laws, or ordinances, or any public authority require any work to be specially tested or approved, the CONTRACTOR shall give the TOWN Engineer timely notice of its readiness for inspection. Inspections by the TOWN Engineer 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 Engineer, it must, if required by the TOWN Engineer, be uncovered for examination at the CONTRACTOR'S expense.

CHANGES IN WORK

The TOWN without invalidating the CONTRACT, may make minor changes in the scope of work that do not affect the not to exceed amount or the time limit of the contract. Any change that increases price or adds time to the contract must be approved in writing by the TOWN's Project Manager or Designee, the CONTRACTOR, and the TOWN Manager or his Designee. Written change orders must be routed through the Finance Director and Contract Manager before being sent to the TOWN Manager to insure funds are available and changes are within the scope of the contract.

DEDUCTIONS FOR UNCORRECTED WORK

If the TOWN Engineer deems it expedient to correct work not done in accordance with CONTRACT, an equitable deduction from the CONTRACT price shall be made therefore.

CORRECTIONS OF WORK BEFORE FINAL PAYMENT

The CONTRACTOR shall promptly remove from the premises all materials condemned by the TOWN Engineer as failing to conform with the CONTRACT, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his/her own work in accordance with the CONTRACT and without expense to the TOWN and shall bear the expense of making good all work by themselves or other contractors hired by them.

TRAFFIC CONTROL

The CONTRACTOR shall, where necessary, provide and maintain the access to and from all properties along the line of his/her work in accordance with the latest edition of the MUTCD (Manual on Uniform Traffic Control Devices). In addition the latest edition of the "Work Zone Safety" Handbook published through the N.C. Institute for Transportation Research and Education (ITRE) shall be adhered to. With the following exceptions; flashing arrow boards shall be utilized when working on divided type roadway or as directed by the TOWN Engineer. No construction work shall begin until such time as all traffic control devices are in place.

Special permission will be required by CONTRACTOR performing work within the street right-of-way when: ANY STREETS ARE TOTALLY CLOSED TO THROUGH TRAFFIC. This permit may be obtained from the Director of Public Works in advance (min. 24 hour notice).

SAFEGUARDS

The CONTRACTOR and his/her subcontractors shall provide flag persons, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours, and points of danger. Stop/Slow paddles shall be utilized by all flag persons. Additional flag persons, barricades, warning signs, and lights may be required at the TOWN ENGINEER's discretion.

OPENING SECTIONS OF ROAD TO TRAFFIC

Completed work shall be opened to traffic when and where directed by the TOWN ENGINEER, but such opening shall not constitute final acceptance of the work. Maintenance shall be at the CONTRACTOR'S expense.

ACCESS TO PROPERTY

The CONTRACTOR shall, where necessary, provide and maintain access to and from all properties along the line of his/her work.

SIGNS

The CONTRACTOR shall erect construction signs as approved by the TOWN. The CONTRACTOR shall supply all signs, and caution devices as required for project safety. All work zone operations shall comply with the Federal and State Manual of Uniform Traffic Control Devices (MUTCD) standards.

CONSTRUCTION TRAFFIC RESTRICITONS

The CONTRACTOR shall restrict all construction traffic to the major thoroughfares: NC 54, Morrisville-Carpenter Road, Town Hall Drive, Aviation Parkway, Crabtree Crossing, McCrimmon Parkway, and Morrisville Parkway.

Hauling traffic through the school zones shall be limited to school zone traffic speeds and shall not be used Monday through Friday during the drop off hours (8:15 am to 9:45 am) and pick up hours (2:45 pm to 4:15 pm) for the following schools noted below:

<u>School</u>	<u>Address</u>
Cedar Fork Elementary School	1050 Town Hall Dr, Morrisville, NC 27560

JOB SAFETY

The CONTRACTOR shall take precautions for safety of, and shall provide protection to prevent damage, injury or loss to

1. Employees on the job and other people who may be affected thereby.
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, pavements, roadways, structures and utilities not designated for removal, relocation or replacement during construction.

If damage should occur to any property because of the CONTRACTOR's work, said property shall be restored to the condition that existed prior to the damage.

PERSONNEL SAFETY REQUIREMENTS (MINIMUM)

All personnel working on the project site shall adhere to the following minimum safety requirements throughout the duration of construction:

- A hard hat and reflective vest or outer garment compliant with MUTCD standards must be worn at all times while on the project.
- Appropriate eye and hearing protection shall be used as conditions require.
- Shorts are prohibited; shirts must sufficiently cover the shoulders, back, and abdomen.
- Footwear such as tennis shoes, jogging shoes, sandals, boots with high heels, cowboy boots, and other slip-on types are not permitted. Acceptable footwear includes hard-sole, lace-up shoes, zippered boots, or boots secured with straps fitting snugly around the ankle.
- Safety boots are strongly recommended for all workers.

Failure to comply with these requirements may result in removal from the project site or other corrective actions as stipulated in the contract.

OSHA REQUIREMENTS

The CONTRACTOR will comply with OSHA 1926, Subpart P (Trenching and Shoring), 29 CFR part 1910 (Confined Spaces) and all other applicable regulations.

EXISTING UTILITIES

The CONTRACTOR shall determine and verify the exact location and depth of all utilities within all areas of construction prior to the start of construction. The CONTRACTOR shall be responsible for notifying other utility owners and providing protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities.

The owners of utilities in this project could include:

AT&T
GFiber
Enbridge Gas
Duke Energy
Charter Communications/Spectrum
Town of Cary (Water and Sewer)
Town of Morrisville (Storm Drainage)
Verizon
Uniti/Kinetic

The CONTRACTOR shall adhere to the provisions of 1985 Underground Damage Prevention Act North Carolina General Statutes 887 Chapter 785 Senate Bill 168 Article 3. To assist the CONTRACTOR and utility owners in meeting the requirements of this law, there is a "one call system" called 'NC811'.

Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, The NC811 telephone number is 811 or 800-632-4949.

The CONTRACTOR shall include the cost of any coordination and cooperation of utilities in his bid. No additional compensation shall be allowed for delays or inconveniences sustained by the

CONTRACTOR due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the CONTRACTOR. The CONTRACTOR should refer to Section 108-10 (B) paragraph 3 of the Standard Specifications.

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.

CONSTRUCTION STAKES

The CONTRACTOR shall set sufficient points to establish alignment and grade. The CONTRACTOR shall be responsible for preserving all stakes and marks.

CONSTRUCTION MATERIALS

All construction materials used for construction of the project must be approved for use by the TOWN Engineer or their representative.

TEST OF SAMPLES OF MATERIALS AND COMPLETED WORK

All required tests of material shall be made by a recognized and approved testing laboratory designated by the TOWN Engineer or authorized representative. Testing of materials used in backfilling of utility and storm sewer trenches and fill materials used in roadway embankments may be required by the TOWN Engineer to determine the degree of compaction obtained.

SUBSURFACE INVESTIGATION

There is **limited** subsurface information available on this project. The CONTRACTOR shall be responsible for conducting the necessary test pits to verify the exact location and depth of all utilities

DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

The CONTRACTOR shall notify the TOWN promptly after becoming aware and before further disturbing any subsurface or physical conditions that differ materially from standard construction.

HAZARDOUS MATERIALS

If the CONTRACTOR encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Morrisville Fire Department, Phone (919) 463-6120 (non-emergency) for further instructions.

CUTTING AND PATCHING

The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the work or to make parts fit together properly. All areas shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the contract documents.

CONSTRUCTION ACTIVITY CONTROL AND CLEAN-UP

The CONTRACTOR, daily, shall be responsible for continuous control and cleanup of the site in accordance with Section 4.3.3 of the Town of Morrisville Design and Construction Ordinance. Additionally, at the end of each workday, the site shall be secured, equipment locked, hazards marked, and public access to work site minimized. At completion of the work, the CONTRACTOR shall remove waste materials, rubbish, the CONTRACTOR's tools, construction equipment, machinery and surplus materials from and about the project.

RECORD DRAWINGS

The CONTRACTOR shall red line a set of construction drawings to show any work that varies from the original plans and furnish to the TOWN at completion of work.

QUANTITY TICKETS

All quantity tickets for items not measurable in place, including but not limited to stone, asphalt, concrete shall be submitted to the TOWN at time of delivery at the job site. Tickets submitted after the truck has left the job site shall not be paid by the TOWN. Each ticket shall indicate the date, CONTRACTOR, job location and name, type of material, quantity of material, truck number and signature of the CONTRACTOR or his authorized representative and a signature by the TOWN.

MEASUREMENT QUANTITIES

The quantities of work performed will be computed by the TOWN Engineer on the basis of measurements taken by them or their assistants, and these measurements shall be final and binding. The specifications shall designate the way the measurements of the various types of work shall be measured.

PAYMENT APPLICATIONS

The TOWN requires 30 calendar days from the date of agreement of quantities to the issuance of a payment. The CONTRACTOR and the TOWN shall measure and/or agree on the percentage of work completed and/or quantities provided prior to the TOWN preparing a progress payment. All payments must be supported by an invoice from the CONTRACTOR with support documentation and sent to the TOWN's Engineering Department.

TAXES

The CONTRACTOR shall pay sales, consumer, use and similar taxes for work provided by the contract, and shall itemize tax payments on payment applications.

CONTRACT EXTENSION

Any work added to the contract would be subject to a mutually agreeable new contract completion date.

WARRANTY

The CONTRACTOR warrants that materials and equipment furnished under the contract will be of good quality and new unless the contract documents require or permit otherwise. The CONTRACTOR further warrants that the work will conform to the requirements of the contract documents and will be free from defects for no less than one year after final acceptance.

PROJECT CLOSEOUT DOCUMENT

CONTRACTOR's Release and Waiver of Lien

No final payment will be authorized until this document has been properly completed and submitted by the CONTRACTOR along with a final invoice.