

To: Plan Holders
CC: Craven County
From: Lauren Pitzer, PE
Date: 12/22/2020
Project: Craven County Industrial Park Water and Sewer Extension

ADDENDUM 1

Bidders on this Project are hereby notified that this Addendum as all other Addenda shall be attached to and made a part of the above-named Bidding and Contract Documents.

The following items are issued to add to, modify, and/or clarify the Bidding and Contract Documents. These items shall have full force and effect as the Bidding and Contract Documents, and costs involved shall be included in the bid prices. Bids to be submitted on the specified bid date shall conform to the additions and revisions listed herein.

Acknowledge receipt of all Addenda by inserting the Addendum number and date in the appropriate location of the Bid Form. Failure to do so may subject the bidder to disqualification.

Contract Specifications Modifications

The following Specification Sections were modified as follows. Specification changes will be added to the conformed Contract Documents that will be released after the bidding process and prior to construction.

1. Article 15 – Submittal of Bid

- a. Bids shall have “Bid Document for Craven County Industrial Park DO NOT OPEN” stamped and visible on the outside of the envelope.

2. Section 00 05 20-Agreement

- a. Replace EJCDC Contractor Agreement with Owner’s Standard Contractor Agreement (see attached).

3. Section 00 04 10 – Bid Form

- a. Please see the attached updated Bid Schedule (Bid Tabulation).
 - i. Two line items have been added to bid tabulation. Please see Bid Item No. 8. And Bid Item No. 17.
 - ii. Bid item No. 16 has been updated from 1,632 to 308 LF.

- iii. Bid Item No.3 has been updated from 4 EA. to 3 EA.
 - iv. Bid Item No. 19 has been updated from 114 LF to 115 LF.
 - v. Bid Team No. 11 has been updated from 74 LF to 119 LF
 - vi. Bid Item No. 9 has been updated from 1,542 to 1,496.
4. Section 01 02 50 – Measurement and Payment
- a. One additional line item (Bid Item No. 8) has been added to Section 01 02 50. Please see the attached updated Section 01 02 50.

END OF ADDENDUM 1



Craven County Government
Administration Office, 406 Craven St
New Bern, North Carolina 28560

PO # XXXX
December 22, 2020

This contract is entered into by and between Craven County Government, New Bern, North Carolina 28560, hereinafter called the County and _____ hereinafter referred to as Contractor, to provide _____ to Craven County.

- 1. Contract Specifications:** These attachments will be incorporated into the basic contract. The parties hereto agree that contractor shall provide items and assume obligations set forth herein and in Attachments "A" through "C". In the event of any inconsistency between terms, conditions or provisions appearing in Attachment "A" through "C", and terms and conditions of the basic contract, the provisions of the basic contract shall apply. In addition to the terms set forth herein, this contract consists of:
 - Attachment (A) Craven County General Provisions
 - Attachment (B) Craven County Purchase Order (if applicable)
 - Attachment (C) Contractor Agreement (if applicable)

- 2. Contractor Requirements:** Contractor will provide _____

- 3. Contract Period:** Contract will become effective on date signed by both parties for and conclude when services are complete on or before _____.

- 4. Payment:** As consideration for Craven County's receipt and delivery of services described in item "2" above, Craven County agrees to pay the contractor a payment of \$_____. The date of issue of the Craven County check is the date of payment.

- 5. Place of Services:** All services that are the subject of this contract shall be delivered to the following address(es): _____

- 6. Obligations:** Any claims or liabilities created by this contract are the exclusive responsibility of Craven County. This contract shall not be construed to obligate any other Craven County fund or monies.

- 7. Taxes:** This contract is subject to any applicable taxes. Craven County is not exempt from NC sales tax.

- 8. Inspection:** Inspection will be made after delivery at the destination specified. Any discrepancies with the services not in conformity with the specification of this contract will be addressed in accordance with the manufacturer's warranties.

- 9. Modifications/Changes:** This contract may be modified by written agreement of both parties. The contractor will not represent in any manner, expressly or by implication, that services purchased under this contract are approved or endorsed by any element of the local government. Any advertisement by the Contractor, which refers to Craven County activity, will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.

- 10. Entire Agreement:** This contract represents the final and entire agreement of the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. No additional agreements, term, or conditions may be implied. In the event of conflict between the North Carolina General Statutes, the provisions of the basic contract and the provisions of any attachment hereto, the N.C. General Statutes, followed by the provisions of the basic contract govern.

11. Choice of Law: Exclusive Venue. Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. Exclusive venue for any action, whether at law or in equity, shall be Craven County.

Executed By:

For Craven County:

Signature: _____

Printed Name: Craig Warren

Title: Finance Officer

Company: Craven County Govt

Address: 406 Craven St

City: New Bern

State: North Carolina

Zip Code 28560

Phone Number: 252-636-6603

Date: _____

For Contractor:

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

General Provisions
Attachment (A)

I-1.	Definitions	I-17.	Item Substitution and Variation
I-2.	E-Verify	I-18.	Inspection and Acceptance
I-3.	Conflicts of Interests	I-19.	Availability of Funds
I-4.	Officials not to Benefit	I-20.	Invoicing and Payment
I-5.	Oral Representations	I-21.	Withholding
I-6.	Non Appropriation	I-22.	Contractor Liability
I-7.	Representations	I-23.	Termination
I-8.	Advertisements	I-24.	Requests for Monetary or other Relief
I-9.	Subcontracting	I-25.	Notification of Debarment or Suspension Status
I-10.	Assignment	I-26.	Equal Employment Opportunity
I-11.	Iran Divestment Act	I-27.	Drug-Free Work Place
I-12.	Permits and Licenses	I-28.	Accident Prevention, Fire Protection, and Sanitation
I-13.	Non-Waiver or Defaults	I-29.	Standards
I-14.	Indemnity	I-30.	Force Majeure
I-15.	Insurance	I-31.	Israeli Boycott Clause
I-16.	Warranty	I-32.	Federal Funds

- I-1. **Definitions:** As used throughout this contract, the following terms shall have the meaning set out below:
- A. "Craven County" refers to the Craven County Government activities and organizations.
 - B. "Contract" identifies this contract or any modification thereto.
 - C. "Finance Director" means a person authorized in writing to execute and administer the contract on behalf of Craven County or said Finance Director's successor or successors. (Note: Other Craven County and Government Officials, who by virtue of their positions are concerned with the administration and operation of this contract, may take certain administrative actions in behalf of the Finance Director. These Officials may conduct inspections, process and collect contract payments, make administrative decisions and perform other duties of an administrative nature. They may not waive or change contract terms; impose additional contract requirements; issue cure, showing cause, or termination notices; or render final decisions according to Contract terms. (Refer all questions concerning the authority of other Craven County or Government Officials to the Finance Director.)
 - D. "Contractor or vendor" means the individual, partnership, corporation, or other entity which is a party to this contract and who is responsible for all actions, performance and work there under, to include that of any subcontractor or vendor.
- I-2. **E-Verify:** As a condition of payment for services rendered under this agreement, Vendor or Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor or Contractor provides the services to the County utilizing a subcontractor, Vendor or Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor or Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- I-3. **Conflicts of Interests:** Contractor warrants that no person or selling agency has been employed or retained to secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by contractor or vendor for the purpose of securing business. Contractor warrants that no gratuities (Entertainment, gifts, etc.) were or will be offered or given by the Contractor or any person representing the Contractor to any Craven County Commissioner, employee, or spouse of an employee/Commissioner. For breach of either of the warranties, Craven County may terminate this and all other Craven County Contracts for default and deduct from amounts due under this or other contracts, or bill contractor or vendor for the total value of any contingent fee or gratuity.
- I-4. **Officials Not to Benefit:** No person or Commissioner involved in the purchasing process and/or contracting of this agreement, shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I-5. **Oral Representations:** This written Contract includes the entire agreement between the parties. Craven County will not be bound by any oral or written representation not included in the written contract or a change or amendments thereto. Craven County will not be bound by any terms on contractor or vendor forms or letter unless such terms are specifically agreed to and incorporated in the contract and signed by the Finance Director.
- I-6. **Non Appropriation:** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners under the Contract, County will terminate the Contract, without termination charge or liability, on the last day

of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted upon three (3) days prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

- I-7. **Representations:** The Contractor will not represent itself to be an agent or representative of Craven County or any other agency or instrumentality of the US Government.
- I-8. **Advertisements:** The Contractor will not represent in any manner, expressly or by implication, those items or services purchased or sold under this contract are approved or endorsed by any element of Craven County Government. Any advertisement, including cents off coupons, by the Contractor which refers to Craven County activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.
- I-9. **Subcontracting:** Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Finance Director. Any subcontractor or vendor used in connection with this contract is the agent of the Finance Director.
- I-10. **Assignment:** Contractor may not assign its rights or delegate its obligations under this contract without the prior written consent of the Finance Director.
- I-11. **Iran Divestment Act:** Seller certifies that: (i) Seller is not listed on the Iran Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- I-12. **Permits and Licenses:** Contractor will, at his own expense, obtain all necessary permits, give all notices, pay all license fees and comply with all laws, rules, ordinances, and regulations relating to the preservation of the public health or applicable to the services or business carried on under this contract. The burden of determining applicability of licensing requirements, laws, ordinances, and regulations for Contractor and his employees rests with the Contractor.
- I-13. **Non-Waiver or Defaults:** Any failure by Craven County at any time to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms and conditions in any way or Craven County's right at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.
- I-14. **Indemnity:**
- A. Contractor shall indemnify, hold harmless and defend Craven County, their agents, representatives, employees and customers from any and all suits, judgments and claims, including those established by or pursuant to court decisions, to international agreements, or duly promulgated regulations of the United States Government, and all charges and expenses incident thereto which arise out of or in connection with:
 1. The alleged or established violation or infringement of any patent, copyright or trademark rights asserted by any third party with regard to items or services provided by Contractor:
 2. Loss, death, damage or injury alleged or established to have arisen out of or in connection with products, services, or equipment provided by Contractor, unless such loss, death, damage, or injury was caused by Craven County, its representatives, or employees.
 3. Any loss, death, damage, or injury alleged or established to have arisen out of or in connection with any other acts or omissions of the Contractor, the Contractor's subcontractor or vendors, representatives, agents, or employees.
 - B. Craven County will give Contractor notice and an opportunity to defend.
- I-15. **Insurance:** During the term of the Contract, the Contractor or vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor or vendor shall provide and maintain the following coverage and limits.
- A. **Worker's Compensation** – The Contractor or vendor shall provide and maintain worker's compensation insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000, covering all of Contractor or vendor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor or vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - B. **Commercial General Liability** – General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 combined single limit (Defense cost shall be in excess of the limit of liability).

- C. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.
- I-16. **Warranty:** Contractor warrants that:
- A. The items furnished shall be merchantable, and fit and sufficient for the use intended and are not “seconds” as the term is normally understood in the trade. This warranty shall survive acceptance by Craven County of the items and is in addition to other warranties of additional scope given by the Contractor to Craven County.
 - B. The items or services furnished under this contract are covered by the most favorable warranties the Contractor gives to any customer for such items or services and that the rights and remedies provided in the Contractor’s warranties are in addition to and do not limit any rights afforded to Craven County by any other clause of this contract.
 - C. Where applicable, the items furnished under this contract have been manufactured in accordance with Underwriter’s Laboratories, Inc. (UL) standard, or if manufactured overseas, the overseas equivalent of UL and the applicable item and/or component items carry the appropriate UL or overseas equivalent seal of approval.
 - D. Items, packing, and packaging provided will comply with all contract terms and with all laws, rules, and regulations applicable to delivery for domestic resale. Contractor shall comply with the Magnuson-Moss Warranty Act on all sales to Craven County.
- I-17. **Item Substitution and Variation in Quantity:** No substitution or variation in the quantity of any item called for by this contract will be accepted unless authorized by the Finance Director.
- I-18. **Inspection and Acceptance:** the government per the following shall make inspection and acceptance:
- A. The Contractor shall maintain an in process and end-item quantity control program to ensure shipments to Craven County activities do not include defective/non-conforming items.
 - B. Inspection and acceptance shall not be conclusive with respect to latent defects or fraud, or with respect to Craven County rights under the warranty provisions contained herein.
 - C. In case any supplies or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the Craven County shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies shall be removed by and at the expense of the Contractor promptly after notice. When such rejection, correction or replacement requires transportation of the supplies or part thereof, all shipping and administrative costs to and from the Contractor’s plant shall also be borne by the Contractor.
 - D. In case of refund, the Contractor shall be liable to the Craven County for the additional costs of re-procurement (if any). In no event will the liability of Contractor for cost and losses, and for re-procurement exceed an amount equal to the original purchase price of the defective item.
 - E. The provisions of this clause do not affect the rights or obligations of either party, as they may be provided for in other portions of this contract or otherwise under applicable law.
 - F. For the purpose of accounting or auditing inspections, the County’s agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until three (3) years after the date of final payment by the County to the Contractor/Engineer/Architect pursuant to this Agreement.
- I-19. **Availability of Funds:** Any and all payments to the Contractor or vendor are dependent upon and subject to the availability of funds to the County for the purposes set forth in this agreement.
- I-20. **Invoice and Payment:**
- A. Invoicing Instructions. In order to be considered proper invoices, invoices must be submitted as follows:
 1. Contractor must prepare a separate numbered invoice for each order or part of an order. Do not consolidate multiple purchase orders on one invoice. Additionally, when partial shipments are authorized, use a separate invoice. Do not duplicate an invoice number used for prior billings:
 2. Invoices must be issued by the company whose name is on the contract/order (unless otherwise authorized by Finance Director) and must contain the following minimum information to enable timely payment:
 - (a) Name of Contractor.
 - (b) Invoice Date. This cannot be a date earlier than the ship date required by the contract or purchase/deliver order. In the event that the invoice date is a date earlier than the required ship date, Craven County retains the right either to return the improper invoice to the Contractor for correction or to change the invoice date to be the required ship date. In the event that an improper invoice is returned to a Contractor because the date on the invoice is earlier than the required ship date or because the invoice is improper for any other reason, the invoice date, will be considered to be the date of receipt of the corrected, proper invoice.
 - (c) Contract/Order Number.
 - (d) Item Description and Quantity Shipped/Delivered.

- (e) Contract/Order Line Item Cost and Total
- (f) Any applicable sales tax
- (g) Shipping and Discount Terms, and special allowance(s) if included in the contract. Special allowances must be shown on the invoice using percentage figures only. Do not deduct any of these from the item cost or from the invoice total.
- (h) "Ship To" address as shown on order or contract.
- (i) Freight charges (on FOB origin shipments).
- (j) Name, title and phone number of Contractor's contact person.
- (k) Complete "Remit To" mailing address on the invoice to indicate where Contractor's payment is to be sent. This address must be the same address as on the contract unless otherwise communicated from the Accounts Payable office

3. Correcting invoices and credit memos must be marked as such and must cross-reference the corrected invoice.

B. Payment.

- 1. A proper invoice is an invoice which contains all of the information/documentation, specified in paragraph A. (2) above, and is sent to the address specified in the contract or purchase/delivery order for the designated Craven County paying office. Improper invoices may be returned without payment to the Contractor.
- 2. The next payment date for Craven County Contracts is established at 30 days after receipt of a proper invoice.
- 3. Payment is made:
 - (a) The date a check for payment is dated.
 - (b) The date an electronic fund transfer is submitted to the financial institution, regardless of the date the financial institution posts the transfer.
 - (c) The date a withholding authorized by the contract is initiated by Craven County.
- 4. Any questions or inquiries concerning invoice payments should be directed to the Craven County Finance Account Payable department designated on the contract or purchase/deliver order.

I-21. **Withholding:** Craven County may withhold payment for amounts due or creditable to Craven County under this contract, E.G., returns, damage.

I-22. Contractor Liability:

- A. Except as set out specifically elsewhere in the contract, Contractor shall be liable for cost to Craven County associated with termination for default, rejection of items, and breach of warranty, in addition to reimbursement of payment of the purchase price and re-procurement costs.
- B. Contractor will not be liable for damages if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God or the public enemy, Acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

I-23. Termination:

- A. Mutual Termination. This contract may be terminated at any time upon the mutual agreement of both parties.
- B. Termination for Convenience. Craven County by written notice may terminate this contract in whole or in part when it is in the best interest of the Craven County. To the extent that this contract is for services and is so terminated, Craven County shall be liable for payment as set forth in the payment provisions of the contract for services rendered prior to the effective date of termination
- C. Termination for Default. Craven County by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of re-procuring similar supplies and services provided that if
 - 1. the Contractor was not in default; or
 - 2. the Contractor's failure to perform is without his/her or his/her Subcontractor or vendor's control or negligence; then the termination shall be deemed a "Termination for Convenience."
- D. The rights and remedies of Craven County provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

I-24. **Request for Monetary or Other Relief:** No request for monetary or other relief by Contractor shall be considered unless submitted in writing to the Finance Director within 90 days after termination or termination of performance under the contract, whichever comes first. This clause shall not extend any period for filing, which is further limited by another clause of the contract.

I-25. **Notification of Debarment or Suspension Status:** The Contractor or Vendor shall provide immediate notice to the Finance Director in the event of being suspended, debarred or declared ineligible by any state of NC or federal department or agency, or upon receipt of a notice of proposed debarment from another agency, during the performance of this contract.

- I-26. **Equal Employment Opportunity:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- I-27. **Drug-Free Work Place:** The contractor or vendor agrees to make a good faith effort to establish and maintain a drug-free work place in connection with the performance of this contract. Consistent with the size and organization of its work force, contractor or vendor may wish to consider taking the following or other appropriate actions in establishing a drug-free work place: Publicizing a drug-free work place policy; initiating an employee drug awareness program or encouraging participation in existing community programs; informing employees of the general availability of drug counseling programs; etc.
- I-28. **Accident Prevention, Fire Protection, and Sanitation:** If this contract is performed in whole or in part on premises owned or under the control of the Craven County Government, the contractor or vendor shall conform to all safety regulations and requirements concerning such premises in effect any time during contract performance to prevent accidents. Any violations of safety regulations, unless immediately corrected as directed by the Finance Director, shall be grounds for termination of the contract under the "Termination for Default" Clause.
- I-29. **Standards:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;

The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the invitation for bid, request for quote, and/or award.

- I-30. **Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- I-31. **Israeli Boycott Clause:** Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.
- I-32. **Federal Funds:** The provisions of Attachment (D) are hereby incorporated by reference into this contract if (a) the funding for this contract originated with the United States of America, or any department, agency or program thereof [i.e., "federal funds"] or (b) if this contract is executed pursuant to or by virtue of any program of the United States of America or any department or agency thereof.

The Contractor agrees to comply with all provisions of 2 C.F.R. § 200-236 and 2 C.F.R. Part 200, Appendix II, and said provisions are incorporated herein by reference and made applicable to this contract. Furthermore, at all times the Contractor shall keep and observe each and every requirement which may be imposed upon it under any executive order, policy, procedure, statute, rule or regulation promulgated by the United States of America or any agency or department thereof, whether mentioned specifically herein or not, including but not limited to the following:

- A. **Equal Employment Opportunity (41 C.F.R. Part 60):** If this contract meets the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3, in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor), the Contractor agrees to comply with the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), which is hereby incorporated herein verbatim by reference, and this contract is thereby subject to such clause as may from time to time be amended.
- B. **Davis-Bacon Act (40 U.S.C. 3141-3148):** If this contract is a "prime construction contract in excess of \$2,000," the contractor shall generally comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction) and shall specifically: (i) meet the requirements of 29 C.F.R. pt. 5 as may be applicable; (ii) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor; and (iii) pay wages not less than once a week.

- C. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**: If the Davis-Bacon Act applies to this contract, then
- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract;
 - ii. The contractor or subcontractor shall insert in any subcontracts the requirements in “i” above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses; and
 - iii. breach of the contract clauses above shall be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- D. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**: If this contract involves in excess of \$100,000 and the employment of mechanics or laborers, contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5, and the provisions of 29 C.F.R. § 5.5(b) are incorporated herein by reference.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**: If this contract involves in excess of \$150,000, the contractor shall comply with the Clean Air Act, 42 U.S.C. §§ 7401-7671q., and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387. Any violations thereof shall be immediately reported to Craven County.
- F. **Debarment and Suspension (Executive Orders 12549 and 12689)**: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Additionally, the contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Additionally, the execution of this contract or the acceptance of benefits hereunder constitutes a certification by the contractor that the foregoing provisions have been complied with and is a material representation of fact relied upon by Craven County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Craven County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Finally, the contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this contract and shall include a provision requiring such compliance in its lower tier covered transactions.
- G. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**: If this contract involves in excess of \$150,000, the contractor shall comply with 31 U.S.C. § 1352 and must sign and submit to Craven County the certification found at APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.
- H. **Procurement of Recovered Materials (2 C.F.R. § 200.322)**: Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322
- I. **Access to Records**: The Contractor agrees (i) to provide Craven County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (ii) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract; and (iv) that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States, in compliance with the Disaster Recovery Act of 2018. Additionally, the contractor shall comply with the records retention requirement of 2 CFR § 200.324.
- J. **Logos, etc.**: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- K. **Federal Government Obligations**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities of Craven County, contractor, or any other party pertaining to any matter resulting from this contract.
- L. **Program Fraud**: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions under this contract.

**Craven County Industrial Park Water/Sewer Expansion
Bid Tabulation**

Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Price
1	Mobilization	LS	1	\$	\$
2	Clearing & Grubbing	LS	1	\$	\$
3	Erosion Control	LS	1	\$	\$
4	Asphalt Pavement Removal and Replacement Inside NCDOT ROW	SY	32	\$	\$
5	Asphalt Pavement Removal and Replacement Outside NCDOT ROW	SY	32	\$	\$
6	Site Restoration	LS	1	\$	\$
7	Materials Testing Allowance	LS	1	\$	\$
8	Abandon Existing Air Valve and Structure and Cut/Plug Force Main	EA	1	\$	\$
	Water System				
9	12-inch C900-DR18 PVC Waterline	LF	1,496	\$	\$
10	12-inch Fusible PVC by Horizontal Directional Drill	LF	159	\$	\$
11	12-inch RJ C900-DR18 PVC Waterline	LF	119	\$	\$
12	AWWA C153 Ductile Iron Fittings	LBS	599	\$	\$
13	12-inch Gate Valve	EA	3	\$	\$
14	Fire Hydrant Assembly	EA	3	\$	\$
15	Connection to Existing 12" Water Main	EA	1	\$	\$
	Sanitary Sewer				
16	10-inch PVC Gravity Sewer Line	LF	308	\$	\$
17	10-inch DIP PC350 Gravity Sewer Line	LF	1,316	\$	\$
18	20-inch Casing Pipe Installed by Dry Bore and Jack Method	LF	50	\$	\$
19	Concrete Encasement	LF	115	\$	\$
20	Connect 10-Inch Gravity Line to Existing Manhole Using Core Drill	EA	1	\$	\$
21	Precast Concrete Manhole	EA	7	\$	\$
22	Sewer Service Connection	EA	8	\$	\$
TOTAL					
TOTAL	_____				
Write out in words					

SECTION 01 02 50
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01. THE REQUIREMENT

- A. All contract prices shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the Work as shown on the Drawings and specified in the Contract Documents to be performed under this Contract.
- B. The items listed below refer to and are the same pay items listed in the Bid Form. They constitute all the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory work, services, job signs, sanitary requirements, testing, safety devices, surveying, field engineering, record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, and all other requirements of the Contract Documents.
- C. Each lump sum and unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for the Project.
- D. Excavation, trenching, backfill, and compaction are not separate bid items but are an integral part of the work under the contract, and the Contract Bid Price shall include this work.
- E. Progress Payment for any item for which certifying surveys are required shall be made based on estimated quantities verified by the ENGINEER.
- F. Certifying surveys will be required for payment greater than 75% of the estimated total amount of that bid item.
- G. No Final Payment will be made for any item for which required certifying surveys have not been submitted and approved by the ENGINEER.
- H. Pay Items
 - 1. Pay Item 1: Mobilization
 - a. Measurement
 - 1) There shall be no measurement for Mobilization.
 - b. Payment
 - 1) The lump sum price bid for Mobilization to be paid for shall be full compensation related to preparing for work and associated operations, including but not limited to the necessary movement of personnel, equipment, supplies, and incidentals to or near the project site; for establishing offices and facilities as may be required for the work; and the subsequent removal of personnel, equipment, supplies, and incidentals from the work site at the completion of the work; and all other costs which the CONTRACTOR may incur for the work which are excluded from other bid items.

- 2) Payment for Mobilization shall be evenly distributed over the first three monthly pay requests, provided the lump sum bid for Mobilization is equal to or less than 3% of the total contract price. When the lump sum bid for Mobilization exceeds 3% of the total contract price, any and all amount in excess of 3% of the total contract price shall be payable on the final monthly pay request. Retainage shall be applied in all instances as provided in the Contract Documents.
2. Pay Item 2: Clearing and Grubbing
 - a. Measurement

Measurement of this item shall be based upon a percentage complete as agreed upon by the CONTRACTOR & the Resident Project Representative.
 - b. Payment

The lump sum price for this item shall be full compensation for all labor, materials, tools, equipment, & supervision including but not limited to clearing the construction limits of all vegetation including trees, bushes, roots, felled trees, & any item which might interfere with the project construction.
3. Pay Item 3: Erosion Control, Implementation, Maintenance, and Removal
 - a. Measurement
 - 1) There will be no direct measurement of this lump sum item.
 - b. Payment
 - 1) The lump sum price for this item shall be full compensation for all labor, materials, tools, equipment, & supervision necessary to install erosion control measures and tree protection fence as shown and described in the Contract Documents as well as the maintenance, removal and disposal of these erosion control measures upon the disturbed areas having been reestablished. Payment shall be allowed for 50% of the lump sum bid price upon the installation of erosion control measures. The remaining 50% of the lump sum bid price shall be paid in equal monthly installments based on the time remaining to achieve substantial completion.
4. Pay Items 4 thru 5: Asphalt Repair
 - a. Measurement
 - 1) The square yards of asphalt driveways or walkways repaired which will be paid for under this Item be the square yards of asphalt affected by construction except that the width of payment shall be limited to the outside trench width (maximum 4 feet) plus 24 inches as approved by the ENGINEER.
 - b. Payment
 - 1) The unit prices bid for this Item will be full compensation for all labor, materials, tools, equipment, supervision, and incidentals required to repair all asphalt as shown on the Drawings and specified herein.
5. Pay Item 6: Site Restoration

- a. Measurement
 - 1) There will be no direct measurement of this item.
 - b. Payment
 - 1) The lump sum price shall include all final grading, temporary seeding and mulching, final seeding and mulching of the disturbed area within the construction corridor, and removal of temporary erosion control measures after cover has been established, and shall be full compensation for all labor, materials, and equipment required to the site as shown on the Drawings and as described in the Specifications and accepted by NCDOT, local erosion control officer, OWNER, the ENGINEER.
6. Pay Item 7: 3rd Party Materials Testing (Allowance)
- a. Measurement
 - 1) There will be no direct measurement of this pay item.
 - b. Payment
 - 1) The CONTRACTOR shall include as part of the bid an allowance to pay for charges originating from compaction testing, asphalt and concrete testing, and BAC-T testing as requested by ENGINEER. The CONTRACTOR will be entitled to actual cost as shown by invoices obtained from testing facility plus 15% for overhead & profit. Invoices shall be produced by the CONTRACTOR & verified by ENGINEER prior to payment. If test fails CONTRACTOR shall be responsible for coordination & payment of all subsequent tests to ensure adequate compaction of the failing areas.
7. Pay Item 8: Abandon Existing Air Valve and Structure and Cut/Plug Force Main
- a. Measurement
 - 1) The quantity of abandon existing air valves will be the actual number of air valves abandoned by the CONTRACTOR and approved by the ENGINEER.
 - b. Payment
 - 1) The unit price for this item will be full compensation for all items of work required for abandonment of existing air valves. This shall include the cut and plug of lines and all other work required or incidental to the satisfactory completion of abandonment of existing air valves. No payment will be made for air valve abandonment not shown on the plans without prior approval by the OWNER or ENGINEER.
8. Pay Item 9: 12-inch Water Main (Open Cut)
- a. Measurement
 - 1) The length of pipe to be paid for under this item will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipe categorized by the pipe size and material.
 - b. Payment

- 1) The unit price for this item will be full compensation for furnishing and installing designated pipe; as shown on the Drawings and specified herein, including but not limited to excavating, bedding including stone for PVC, backfill and compaction, testing and disinfection, maintaining, providing temporary support and restoring all parallel and intersecting utilities; clearing and site preparation; drainage and dewatering; traffic control; sheeting and bracing; grading; disposal of excess excavated materials; removal and restoration of fences, guardrails, signs, mailboxes, cables, poles, etc.; test pits to verify location and depth of existing buried utilities and other facilities; care and protection of existing utilities and structures; conformance to all NCDOT and OWNER standards and requirements; and all other work required or incidental to the satisfactory completion of all Work under this contract for which payment is not provided under other items in the bid form.
9. Pay Item 10: Horizontal Directional Drill
- a. Measurement
 - 1) The length of horizontal directional drill to be paid for under this item will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipe categorized by the pipe size and material.
 - b. Payment
 - 1) The unit price for this item will be full compensation for all labor, materials, tools, equipment, supervision, mobilization, set up, excavation, transition assemblies, drilling fluid, fusion welding, connection to pipe line, and all other work required or incidental to the satisfactory completion of all Work under this contract for which payment is not provided under other items in the bid form as accepted by the ENGINEER. The unit price shall also include as-built horizontal & vertical alignment profiles to be provided to the OWNER prior to 100% payment of this item. The Horizontal Direction Drill shall be GUARANTEED to allow the pipe to be installed at the grade and alignment shown on the Contract Drawings and as specified in Specification Section 33 05 07 13– Horizontal Directional Drilling. The CONTRACTOR shall be prepared to drill through weathered rock or partially weathered rock, if encountered, with a specialized bit. Costs associated with this provision shall be deemed as included in the unit price bid & no additional payment will be made. The price of bore heads, withdrawals, re-starts or re-bores shall be included in the unit price. No additional payment will be made for the actual installed length of pipe to accommodate for depth of bore and entry and exit angles of the drill.
10. Pay Item 11: Restrained Joint Waterline
- a. Measurement
 - 1) The length of restrained joints to be paid for under this item shall be the length of pipe and fittings restrained as shown on the Drawings and approved by the ENGINEER.
 - b. Payment

- 1) The unit price bid for this item will be full compensation for all labor, material, tools, equipment, supervision, and incidentals required to furnish and install restrained joints as shown on the Drawings and specified herein.

11. Pay Item 12: AWWA C153 Ductile Iron Fittings for Water Line

a. Measurement

- 1) Fittings shall be counted by unit of the various sizes & types actually installed. Fittings thus counted shall be converted to a total weight in pounds in accordance with Table 53.2 through 53.5 of AWWA Standard C153 for compact Ductile Iron MJ fittings. The weight shall not include glands, bolts, gaskets, etc.

b. Payment

- 1) The unit price for this item will be full compensation for all labor, materials, tools, equipment, supervision, & incidentals required to furnish & install the fittings as shown on the Drawings & specified herein.

12. Pay Item 13: 12-Inch Gate Valve

a. Measurement

- 1) The number of gate valves and valve box assemblies which will be paid for under this item, will be the number in place, tested, and accepted by the OWNER categorized by size.

b. Payment

- 1) The unit price bid for this item will be full compensation for all labor, material, tools, equipment, supervision, and incidentals, required to furnish and install the associated gate valves including the valve, valve box, concrete blocking as shown on the Drawings and specified herein.

13. Pay Item 14: Fire Hydrant Assembly

a. Measurement

- 1) The number of fire hydrant assemblies which will be paid for under this item, will be the number in place, tested, and accepted by the ENGINEER.

b. Payment

- 1) The unit price bid for this item will be full compensation for all labor, material, tools, equipment, supervision, and incidentals required to furnish and install the fire hydrant assembly including the main line diameter x 6-inch tee, 6-inch diameter pipe from the main, 6-inch valve and valve box, fire hydrant and thrust blocking or restraining as shown on the Drawings and specified herein. Fittings shall be included in the price of the fire hydrant assembly and will not be paid for under a separate item.

14. Pay Item 15: Connection to Existing Water Main

a. Measurement

- 1) The number of connections to existing water mains which will be paid for under this item will be the number in place, tested, and accepted by the ENGINEER.
- b. Payment
 - 1) The unit price bid for this item shall be full compensation for all labor, material, tools, equipment, supervision, and incidentals required to connect the new water main to the existing water main including closing valve, removing concrete blocking, removing cap and joining the pipe.
15. Pay Items 16 thru 17: 10-Inch Sanitary Sewer Gravity Line (Open Cut)
- a. Measurement
 - 1) The length of pipe to be paid for under this Item will be the actual number of linear feet of pipe in place measured horizontally along the centerline of the installed pipe categorized by the pipe material and depth of cut to be measured from the invert out to the rim.
 - b. Payment
 - 1) The unit price for this Item will be full compensation for furnishing and installing designated pipe as shown on the Drawings and specified herein; including but not limited to trench excavation, dewatering, furnishing bedding material, placing bedding and backfill material, and testing. Where DIP is specified for wastewater applications the price shall also include an interior ceramic epoxy lining.
16. Pay Item 18: 20-Inch Casing Pipe Installed by Dry Bore and Jack Method
- a. Measurement
 - 1) The length of steel casing and carrier pipe to be installed by the bore and jack method to be paid for under this Item will be the actual number of linear feet of casing pipe in place measured horizontally along the centerline of the installed steel casing pipe approved by the ENGINEER categorized by the type of installation (i.e. gravity or pressure) and by the obstruction being bored under (i.e. road or railroad).
 - b. Payment
 - 1) The unit price bid for the casing pipe installed by dry bore and jack method includes furnishing all labor, equipment, and materials to install the casing pipe of various sizes as indicated on the Contract Documents. The Bore and Jack shall be GUARANTEED to allow the carrier pipe to be installed at the grade and alignment shown on the Contract Drawings at the tolerances specified in contract documents. No extra compensation shall be made should the CONTRACTOR choose to install a larger casing than the minimum specified in the Contract Documents. The CONTRACTOR shall be prepared to bore through weathered rock or partially weathered rock, if encountered, with a specialized bit. Costs associated with this provision shall be deemed as included in the lump sum price bid & no additional payment will be made. The price of bore heads, withdrawals, re-starts or re-bores shall be

included in the lump sum price. The lump sum cost bid shall include any adjustments to the footages of steel casing anticipated by the CONTRACTOR for the construction of the bore pit and receiving pit to install the bore and jack, conformance to all NCDOT and OWNER standards and requirements, and all other work required or incidental to the satisfactory completion of all Work under this contract for which payment is not provided under other items in the bid form.

17. Pay Item 19: Concrete Encasement

- a. Measurement
 - 1) The length of concrete encasement to be paid for under this item shall be the actual length of concrete encasement installed & accepted by ENGINEER.
- b. Payment
 - 1) The unit price for this item shall be full compensation for installing the concrete encasement around the pipe as shown on the Drawings & conforming to the detail & shall include all concrete, molds, support of PVC pipe, labor, collar materials, forms, rebar, & other incidentals to complete the installation as intended. Excavation is incidental and is unclassified.

18. Pay Item 20: Connect 10-Inch Gravity Line to Existing Manhole

- a. Measurement
 - 1) The number of connections to existing manholes to be paid for under this Item will be as shown on the Drawings & approved by the ENGINEER.
- b. Payment
 - 1) The unit price for this Item will be full compensation for all labor, materials, tools, equipment, supervision, & incidentals required to connect the new gravity line to an existing manhole to include bypass pumping operations; coring existing manhole; providing a watertight, flexible, pipe to manhole boot connection; altering the invert, etc.

19. Pay Item 21: Precast Concrete Manhole

- a. Measurement
 - 1) Manholes shall be paid per each manhole actually constructed to a maximum depth of 6 feet, in place, tested, and accepted by the ENGINEER. Measurement of depth shall be made from the invert out to the rim.
- b. Payment
 - 1) The unit price for this Item will be full compensation for all labor, materials, tools, equipment, supervision, ring and cover or hatch, excavation, dewatering, furnishing bedding material, placing bedding and backfill material, testing, and all other incidentals required to furnish and install the manhole, as shown on the Drawings and specified herein.

20. Pay Item 22: Sewer Services

- a. Measurement

- 1) The number of sewer laterals and cleanouts from proposed sewers to the Right of Way which will be paid for under this Item will be the number in place, tested, and accepted by the ENGINEER.
- b. Payment
- 1) The unit price bid for this Item will be full compensation for all labor, materials, tools, equipment, supervision, and incidentals required to furnish and/or install all sewer laterals and cleanouts including but not limited to service lateral piping, wyes, bends, plugs, one cleanout at the R/W or easement line as shown on the Drawings and specified herein.

END OF SECTION