

CRABTREE INTERCEPTOR PHASE III IMPROVEMENTS

CITY OF RALEIGH RALEIGH, NORTH CAROLINA

SUBJECT: ADDENDUM NO. 1

JUNE 23, 2026

To the Plans and Specifications for:
Crabtree Interceptor Phase III Improvements
City of Raleigh
SPR-0235-2025
WS-2014-54

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

- A. Previous Addenda Requirements
 - 1. Addendum -Not Applicable
- B. Bidding Requirements
 - 1. Bid Date Revision
 - a. All bidders are hereby notified that the bid opening date has been changed. Sealed Bids will now be received until 2:00 PM, Thursday, **July 30, 2026** at One Exchange Plaza, Suite 620, Raleigh, NC 27601 at which time and place bids will be publicly opened and read aloud for the construction of the Crabtree Interceptor Phase III Improvements. Questions/inquiries will be received up to July 16, 2026, but no later than that.
 - 2. Document Section 00200 Instruction to Bidders
 - a. Article 5-Pre-Bid Conference-Pre-Bid Conference minutes are included in Attachment 1 of this addendum.
 - 3. Document Section 00410 Bid Form
 - a. The payment description of Line Items 33 c, g, k and o of Section A (Sanitary Sewer Systems Improvements), i.e. "Excavation and Initial" is interchangeable with the Unit Price description contained in Section 01 22 00 "Installation of XX" Gravity Sewer By Tunneling Methods".
 - b. Line Item 35 of Section A (Sanitary Sewer Systems Improvements) is changed from 108" Diameter to 120" Diameter.
 - c. Remove Line Item 82 of Section A (Sanitary Sewer Systems Improvements) "Temporary Active Shoring in Accordance with NCDOT Requirements." Temporary Active Shoring for open cut installations within or outside of NCDOT jurisdiction will be paid for via a shoring allowance. All active shoring required for the tunnel shaft installations shall be incidental to those applicable payment items, i.e. Line Item 33 a,b,e,f,i,j,m,n, "Tunnel Launching Working Shaft and Tunnel Exit/Receiving Shaft."
 - d. Line Item 134-a of Section A (Sanitary Sewer Systems Improvements) is changed from a Lump Sum to an Allowance. The allowance is established at \$25,000. Line Item 134 is further revised as follows:

134	Pretreatment of Containerized Trench Dewatering Effluent and Discharge to the Sanitary Sewer				
a	Allowance for Trench Dewatering Effluent Pretreatment Design For POTW Discharge	LS	1	\$ 25,000.00	\$ 25,000.00
b	Allowance for Trench Dewatering Effluent Pretreatment System Operation Prior to Discharge to POTW	LS	1	\$ 850,000.00	\$ 850,000.00
c	Allowance for Setup & Tear Down of Effluent Pretreatment Prior to Discharge to POTW (All Locations)	LS	1	\$ 20,000.00	\$ 20,000.00

- e. Line Item 135 of Section A (Sanitary Sewer Systems Improvements) is intended to capture costs related to permitting, hauling and offsite disposal in the event the trench groundwater cannot be discharged into the City's sanitary sewer system. Line 135 is hereby revised as follows:

135	Containerization and Offsite Disposal of Trench Dewatering (8 Week Duration)				
a	Allowance for Trench Dewatering Permitting Fee For POTW Discharge Facility	LS	1	\$ 10,000.00	\$ 10,000.00
b	Allowance for Setup & Tear Down of Trench Dewatering, Effluent Storage Equipment For POTW Discharge	LS	1	\$ 20,000.00	\$ 20,000.00
c	Allowance for Trench Dewatering, Effluent Storage, Monitoring & Hauling to POTW (8 Week Duration)	LS	1	\$ 950,000.00	\$ 950,000.00

i.

- f. Under Unit Price Alternates ALT-1 (Polymer Concrete Manhole Substitute), delete ALT-1 Line Item 13.
- g. A revised bid form along with access to downloading a digital bid form or spreadsheet will be provided in a separate Addendum.

C. Contracting Requirements

1. Document 00520, Agreement

- a. Remove in its entirety the original agreement and replace with the latest version as issued by the City of Raleigh and as included in Attachment 2.

D. Technical Specification Requirements

1. Section 01 22 00, Unit Prices

- a. For Item 2.12, consult Drawing G06 to establish where manhole can be either a T-style (T-base) or cylindrical.
- b. For Items 2.07 and 2.08, all costs associated with the design and installation of temporary shoring for these shafts are incidental to these payment items.

- c. For Item 2.08, the unit prices for Tunnel #2 and #4 exit/receiving shafts shall include all associated design and submission efforts to obtain an approved temporary active shoring plan from NCDOT.
- d. Replace Item 2.29 with the following:
 - “2.29. ALLOWANCE FOR TEMPORARY ACTIVE SHORING FOR OPEN CUT INSTALLATIONS*
 - A. Cost for the Contractor to provide positive active shoring of open cut installations as designated on the Drawings. Where positive active shoring is within NCDOT right of way and or jurisdictional review, positive active shoring shall comply with NCDOT requirements as indicated on Drawing G04.*
 - B. Payment shall include full compensation for providing shoring designs, submittals and materials, excavating, backfilling, hauling and removing excavated materials and supplying all labor, tools, equipment and incidentals necessary to construct temporary shoring. An “open book” arrangement shall apply to all associated costs related to temporary active shoring for open cut installations. The allowance is not intended for temporary shoring not shown on the Drawings or required by the Engineer including shoring for OSHA reasons or the Contractor’s convenience. The allowance is also not to be used to cover active shoring related to tunnel shafts. Mark up of design consultants and/or subcontractors shall be held at 5%.”*
- e. Replace Item 2.71 with the following:
 - “2.71 COMPLIANCE WITH HEALTH & SAFETY PLAN (BID ITEM #131)*
 - A. This pay item applies to Section 33 48 00 - Special Construction Requirements only.*
 - B. Measurement shall be lump sum.*
 - C. Work shall include, but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:*
 - 1. Preparation and execution of the Site-Specific Safety and Health Plan and shall include the cost associated with installing the new sewer pipe in full accordance with the Site-Specific Safety and Health Plan over and above that of earth excavation and trenching in other areas of the project absent of the conditions requiring the Plan.*
 - D. Payment will be made on percentage basis. Up to 5% of the lump sum can be requested upon contracting and on boarding the environmental consultant. Up to 75% of the lump sum can be requested upon completion of the plan. The balance of the lump sum can be requested upon the installation of the pipeline through the designated special working areas.”*
- f. Replace Item 2.74 with the following:
 - “2.74 PRETREATMENT OF CONTAINERIZED TRENCH DEWATERING EFFLUENT AND DISCHARGE TO SANITARY SEWER (BID ITEM #134)*

- A. *Measurement shall be by allowance for actual cost plus 5% for system setup, operation, discharge of effluent and tear down.*
 - B. *Prior to conducting any work, submit the contract with the pretreatment vendor/contractor to the Owner for approval. Discharge to sanitary sewer must be coordinated and approved by OWNER. Daily flow measurements and all monitoring data requested by OWNER shall be provided with payment request. This allowance shall cover all labor, material and equipment associated with design, fabrication, delivery, installation, operation, and maintenance of pretreatment equipment to reduce contaminant concentrations prior to discharge of trench dewatering effluent to the sanitary sewer as specified in Section 33 48 00 - Special Construction Requirements.”*
- g. Replace Item 2.74 with the following:
“2.75 CONTAINERIZATION AND OFFSITE DISPOSAL OF TRENCH DEWATERING (8 WEEK DURATION) (BID ITEM #134)
- A. *Measurement shall be by allowance for actual cost plus 5% for permitting, operation, setup and tear down, hauling, disposal and all other incidentals related to contaminated trench dewatering offsite disposal.*
 - B. *Prior to conducting any work, submit the contract with the hauling company and permitted system facility that will receive the contaminated groundate to the Owner for approval. Daily flow measurements and all monitoring data requested by OWNER shall be provided with payment request. This allowance shall cover all labor, material and equipment associated with design, fabrication, delivery/hauling, installation, operation, and disposal of contaminated groundwater collected and stored as function of of trench dewatering during sewer installation as specified in Section 33 48 00 - Special Construction Requirements.”*
2. Section 01 35 13, Specific Project Requirements
- a. Under G. Division 33 Paragraph 2 Section 33 31 11, Sanitary Sewer System, add the following requirements:
 - i. 2.06.C.1, Revise as follows: “1. The pipe shall be as manufactured by Flowtite Pipe or Future Pipe.”
 - ii. 2.08.D.7, Revise the requirement “The maximum height of manhole over the transition top section shall be 12 feet.” to “The reduced barrel section can be stacked or carried out to rim elevation. The transition slab shall be designed to carry all structural loads resulting from the depth of burial and any and all pertinent live loads.”
 - iii. 2.08.7.E..4, Add “External seal is not required on bell type joints.”
 - iv. 2.09.C.5, Add “External seal is not required on bell type joints.”
 - v. Modify Paragraph 1.03.I as follows: 2.09 A, 12, add the following paragraph as paragraph 12 “Manholes and Structures: Manhole and Structure components shall be manufactured by the vibratory vertical casting process resulting in a dense, non-porous, corrosion-resistant, homogeneous, composite structure. Manholes and Structures shall be steel reinforced per ASTM C 478. Manholes shall be reinforced without taking into account the tensile strength of the polymer concrete. Manholes using steel reinforcement shall follow ASTM C478 for both barrel sections and slabs. Manhole barrel sections using FRP reinforcement shall provide the equivalent FRP

reinforcement as required by ASTM C478 with regards to minimum area, spacing, style, allowable hoops, and placement. The FRP bar material properties for the barrel sections shall be per ACI 440.1R. Manhole slabs using FRP reinforcement shall be designed per ACI 440.1R. In both cases, the reinforcement shall be the sole means to carry all tensile stresses with no contributing capacity provided by the polymer concrete tensile strength. Manholes and Structures shall have monolithic base slabs. Cold joints are not permitted. Cast in lifting devices shall not fully penetrate the wall or require sealing.”

E. Drawing Requirements

1. General Clarifications on all details applicable to manholes:
 - a. Steps inside manholes shall be ignored. Per Specification 33 31 11 Paragraph 2.08.H.1, steps inside manholes are not allowed.
 - b. Extended bases on all manholes shall be provided on manholes. Minimum width of the base extensions shall be no less than the base slab thickness unless minimum width of the base extension requirements noted or shown in the details of the Drawings are greater.
 - c. Exterior joint wrap is not required on bell joint risers.
 - d. The bottom reference point for the minimum dimension of 5 feet of Detail SS-9 is from the joint of the bottom, initial riser. The exception to this is where a branch sewer main or sewer service is to be connected, in which case the initial barrel riser section shall be maintained to receive the inside drop connection.
 - e. The bottom reference point for the minimum dimension of transitioning from an initial riser section of 60-inches in diameter to a smaller barrel is as follows:
 - f. Where pipe size is 24-inches or greater, minimum dimension of 5 feet as measured from the joint of the bottom, initial riser to bottom of transition slab. Where pipe slab is less than 24-inches, the minimum dimension shall be based on maintaining a clear height of at least 7 feet as measured from top of manhole bench to bottom of transition slab.
 - g. The exception to this is where a branch sewer main or sewer service is to be connected, in which case the initial barrel riser section shall be maintained to receive the inside drop connection.
 - h. Outside drop connection shown in SS-6 is not permitted. All manholes must be constructed to accommodate inside drops.
2. Drawing No. C01A, Civil-Crabtree Interceptor STA. 1+00-STA. 4+50
3. Revise Manhole Diameter of MH#1B from 108” Diameter to 120” Diameter. (Drawing will not be re-issued).
4. Drawing No. C36-C and C36-D, Civil-Crabtree Mall Sanitary Sewer STA. 10+40-STA. 18+86 and STA 0+00 -STA.0+32
 - a. Replace these drawings with the revised drawings as contained in Attachment 3 of this addendum. The revisions entail shifting terminus of proposed sewer from LS SSMH 15E to LS SSMH 15B (existing lateral originally planned to be intercepted by LS SSMH 15E is no longer active).The shortened, proposed sewer also results in a reduction to hardscape (parking lot and stripping) restoration.
5. Drawing No. C68, Civil-Construction Access Plans Construction Access at Alleghany DR & GREENWAY CLOSURE PLAN
 - a. Replace this drawing with the revised drawing as contained in Attachment 3 of this addendum. The revisions entail shifting construction access to align with

recent greenway trail relocation so use of the Crabtree Trail is unimpeded during construction access.

Bids will be received until 2:00 P.M., July 30 as hereby revised.

FOR THE OWNER
McKim & Creed
Suite 200, 4300 Edwards Mill Road
Raleigh, NC 27612
Phone: (919) 233-8091/Fax: (919) 233-8031

BY Mark W. Fisher
Mark W. Fisher, P.E.



END OF DOCUMENT

ATTACHMENT 1-PRE-BID CONFERENCE MINUTES A

Crabtree Interceptor Phase III Improvements/Crabtree View Guardrail Project
SPR-0235-2025/SPR-0326-2025
Pre-Bid Conference *Minutes*
June 16, 2026, 10:00 AM
Virtual

Agenda:

1. Welcome and Introductions
 - a. City of Raleigh
 - i. Matt Cotton, Project Manager (Public Utilities)
 - b. Design Engineers
 - i. Chris Windley-Project Manager (CJS Conveyance, CJS)
 - ii. Mark Fisher-Technical Manager (McKim & Creed, M&C)
 - iii. Jacob Bowes -Construction Administrator (M&C)
 - iv. Design Support
 1. Tunnel Design-Hazen & Sawyer (Josh Farmer)
 2. Streambank Stabilization-Hazen & Sawyer (Tim Schueler)
2. Project Overview
 - a. Sewer Open Cut Installation
 - i. 54" FRP (SN 46 & SN 72) (~6,200 LF)
 - ii. 48" FRP (SN 46 & SN 72) (~2,250 LF)
 - iii. 42" FRP (SN 46) (~2,820 LF)
 - iv. 36" FRP (SN 46) (~2,640 LF)
 - v. 24" FRP (SN 46) (~60 LF)
 - vi. 24" DIP (~10 LF)
 - vii. 18" C900 PVC (~1,610 LF)
 - viii. 12" DIP (~560 LF)
 - ix. 12" C900 PVC (~170 LF)
 - x. 12" SDR 35 PVC (~640 LF)
 - xi. 8" DIP (~40 LF)
 - xii. 8" C900 PVC (~130 LF)
 - xiii. 8" SCH 40 PVC (~50 LF)
 - xiv. 8" SDR 35 PVC (~1,630 LF)
 - xv. 6" SCH 40 PVC (~130 LF)
 - xvi. 6" SDR 35 PVC (~50 LF)
 - xvii. 4" SCH 40 PVC (~240 LF)
 - xviii. 30" FRP (SN 46) (Temporary SS) (~60 LF)
 - xix. 30" PS 115 PVC (Temporary SS) (~60 LF)
 - xx. 6" SCH 40 PVC (Temporary SS) (~80 LF)
 - xxi. 4" SCH 40 PVC (Temporary SS) (~60 LF)
 - xxii. 66" Steel Encasement w/ 48" FRP (SN 46) Carrier (~100 LF)
 - xxiii. 36" Steel Encasement w/ 18" C900 PVC Carrier (~80 LF)
 - xxiv. Full Vinyl Ester Wall and Nitrile Gaskets for FRP in Unsuitable Material (~1,400 LF)

- b. Sewer Tunnel Installation
 - i. Dual Pass Micro-Tunnel #1 – Min. 72” Steel casing w/ 54” FRP (SN 46) (~500 LF)
 - ii. Dual Pass Micro-Tunnel #2 – Min. 72” Steel casing w/ 54” FRP (SN 46) (~660 LF)
 - iii. Dual Pass Micro-Tunnel #3 – Min. 72” Steel casing w/ 54” FRP (SN 46) (~110 LF)
 - iv. Dual Pass Micro-Tunnel #4 – Min. 66” Steel casing w/ 48” FRP (SN 46) (~190 LF)
 - c. Water Main Relocation
 - i. 8” SJ (Class 350) WM (~610 LF)
 - ii. 8” RJ (Class 350) WM (~270 LF)
 - iii. 24” Steel Encasement w/ 8” RJ WM (Open-Cut) (~70 LF)
 - iv. (5) 8” Insertion Valves
 - v. (1) 8” TS&V
 - vi. (1) $\frac{3}{4}$ Water Service
 - vii. Remove Existing 8” WM (~370 LF)
 - viii. Grout Fill Existing 8” WM (~470 LF)
 - d. Crabtree View Guardrail
 - i. Guardrail Installation
 - ii. Conversion of Crabtree View to one way street (pavement markings and striping)
 - iii. Crabtree View trail access parking improvements
 - e. Alternates
 - i. ALT-1 (Polymer Concrete Manholes)
 - ii. ALT-2 (1.5” Mill and Overlay Outside Maximum Trench Width and Full Depth Replacement for Maximum Trench Width)
 - f. Bid/Construction Documents
 - i. Crabtree Interceptor Phase 3 Improvements -SPR-0235-2025
 - ii. Crabtree View Guardrail-SPR-0326-2025
 - iii. Project Manual
 - 1. Bid
 - 2. Contract
 - 3. Technical Specifications
 - 4. Appendices
3. Bid Items
- a. Questions due by 5:00 p.m., July 3, 2026
 - i. Submit in writing to Mark Fisher (mfisher@mckimcreed.com)
 - b. Addendum #1 is expected to be issued by Wednesday, June 24, 2026 and is expected to include:
 - i. Answers to initial questions received
 - ii. Pre-bid Minutes
 - iii. Re-issuance of Sheet C36-Revision entails shifting terminus of proposed sewer from LS SSMH 15E to LS SSMH 15B (existing lateral originally planned to be intercepted by LS SSMH 15E is no longer active).
 - iv. Removal of shoring for open cut installations as a payment item and the addition of a shoring allowance for open cut installations to handle the shoring to comply with NCDOT requirements and elsewhere on Drawings. Shoring of tunnel shafts for trenchless installations shall remain incidental to the tunnel shaft installation and shall not be paid through an allowance.
 - v. Addition of Future Pipe as an acceptable manufacturer of filament wound fiberglass reinforced pipe.

- vi. Bid Form to be revised in a separate addendum. Digital spreadsheet with cell protection to be provided for ease of bid form completion. Digital submission of spreadsheet will not be allowed. Printed version included in the Bid Form (Section 00410) must still be submitted with a Bid.
- c. Bids are due at 2:00 p.m., Tuesday, July 14, 2026.
- d. Bid acceptance period of one hundred twenty (120) calendar days unless otherwise noted.
- e. Notice to Proceed expected in October 2026 so material orders and deliveries can be secured.
- f. 775-day contract duration (Substantial + Final)
 - i. Work stoppage for seasonal constraints related to the shopping mall and adjacent properties is not included in the substantial and final completion durations. Separate mobilizations for work stoppages are included in the Bid.
 - ii. Does not include weather days (See Supplementary Conditions for weather delay definition and determination)
 - iii. 730 calendar days to Substantial Completion from NTP
 - iv. No contractual milestones outside of Substantial and Final Completion
- g. \$1,750 per day liquidated damages all portions. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
- h. A Bid Bond is required for this project and must be submitted with all bids.
- i. All prospective bidders should thoroughly review the Bid Evaluation information listed in the Bid Proposal Section of the Contract Documents. If any information is omitted, the submitted bid may be considered incomplete. Incomplete bid packages may be rejected as non-responsive. A Bidder's Checklist (Section 00409) has been provided but may not be all inclusive.
- j. Bids from only pre-qualified prime contractors shall be received. Furthermore, tunnel contractors have been prequalified for the tunneling portion of the project based on the individual tunnel for the individual tunnel methods listed in the Advertisement for Bids and or specification section. No other tunnel contractors shall be acceptable to perform the work, nor will qualified General Contractors be permitted to self-perform any tunneling work unless they were separately pre-qualified for tunneling.
- k. Pursuant to Supplementary Conditions 7.07N, pre-qualified prime contractors shall perform at least fifty percent (50%) of the labor with own forces unless prior written approval is provided by the Owner. Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractors.

4. City of Raleigh Requirements (Procurement)/Bidder's Checklist

A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
B.1.	Acknowledgement of MWBE Policy
B.2.	Identification of Certified MWBE Participation
B.3.	Affidavit A, Listing of Good Faith Effort; or Affidavit B, Intent to Perform Contract with Own Workforce

C.	Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement
D.	City of Raleigh – Contractor's Poor Performance Policy
E.	Non-Collusive Affidavit
F.	Notice to Contractor Regarding Intrusions Beyond Project Limits
G.	Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license)

5. City of Raleigh Contract Requirements (upon Notice of Award)

A.	Agreement between Owner and Contractor for Construction Contract
B.1.	Performance Bond
B.2.	Payment Bond
B.3.	NCDOT Performance and Indemnity Bonds are exempted and not required for this project.
C.	Affidavit
D.	Certificate of Insurance
E.	Standard General Conditions of the Construction Contract (EJCDC, 2018)
F.	Supplementary Conditions

6. General Requirements

a. Work Hours

- i. Weekday, 8 AM through 5 PM unless otherwise indicated on Drawings
- ii. Special work hours (Refer to Drawings and NCDOT Encroachment Approval as listed below is not all inclusive):
 1. Ground Settlement Monitors for Tunnels 1, 2 and 4 (Installation)- 9 AM to 4 PM and 9PM to 6AM
 2. Daily survey (monitoring efforts) of Ground Settlement Monitors for Tunnels 1, 2 and 4-9 AM to 4 PM and 9 PM to 6AM
 3. Ground Modification for Tunnel 4 and pavement restoration including asphalt removal and replacement, traffic looping and pavement markings – 9 PM to 6 AM
 4. Sewer and installation and restoration
 - a. Private street (access to Crabtree Terrace) – When approved, 9 PM to 6 AM
 - b. Parking lot restoration (Mako Medical Building/Drawing C20 and C21)-Friday 6 PM through Monday 6 AM

- c. Mall sewer (Drawing C37) from SSMH 32B to Approx. Sta. 5+00-Limited to Saturday through Sunday
- d. Mall sewer (Drawing C40) between SSMH 32E through SSMH 32H -Limited to Saturday through Sunday
- 5. **Proposed interceptor from Station 47+76 to Station 93+04 and associated laterals and all proposed Crabtree Valley Mall sewer relocations and water main relocation**
 - a. November 15 through the day after New Year's holiday (January) in any year during contract (The seasonal restrictions do not apply for work outside these designated corridors).
 - iii. Overtime work subject to pre-approval and inspection fees
- b. Permits and Encroachments
 - i. NCDOT Encroachment E051-092-23-00716
 - ii. City of Raleigh Development Services
 - 1. Provide flagging or staking of limits of disturbance that overlap and ride along the riparian buffer (irrespective of existing condition of buffer, i.e., built upon or not) and provide a surveyor's sealed report/letter that such corridors have been field located and demarcated by protective fencing with appropriate signage per City UDO Section 9.2.3.E.2 and 11.4.4.E.
 - iii. NCDEQ 401 Water Quality Certification
 - 1. Division of Water Resources 20210204 V2 and Individual Certification #WQC007508
 - 2. Approval of Neuse Riparian Buffer Authorization Certificate
 - iv. NCDEQ Erosion and Sedimentation Control Permit
 - 1. NG01 Certificate of Coverage NCC253712
 - v. USACE 404 Approval SAW-2017-00014
 - 1. Nationwide Permit 13 Bank Stabilization
 - 2. Nationwide Permit 58 Utility Line Activities for Water and other substances
 - vi. Duke Energy Letter of No Objections
 - 1. See Drawing C29A for special requirements
- c. Easements
 - i. Easement acquisition is ongoing and is anticipated to be completed prior to NTP.
- d. Customer Service-It is expected that the Contractor recognize they are working in public right of ways, on private property and adjacent to and within subdivisions. All personnel are to be respectful and courteous. The Contractor shall follow the Contract requirements for dealing with complaints that may arise during construction. Special attention is called to the working hours provided within the Contract Documents. The working hours will be enforced. Work will not be permitted on recognized holidays observed and taken by Raleigh Water.
- e. Testing and Acceptance
 - i. Allowances shall be utilized to provide the services of an independent firm to perform third party seismograph monitoring, vibration monitoring, pre-condition assessment, and crack monitoring (as specified in Section 31 23 33) during blasting operations. Allowances will also be utilized to handle third-party environmental monitoring and analytical testing.
 - ii. The City shall be responsible for providing the services of an independent firm to perform soil, asphalt, concrete and material inspections, testing, vibration monitoring at designated locations, as noted in item below, (**independent of the blasting operations**), settlement

- monitoring at designated locations (**independent of the blasting operations**) and other testing services to confirm acceptability with the project requirements.
- iii. Vibration and settlement monitoring shall be performed by Owner at critical locations including Marq at Crabtree (retaining walls), existing bridge over Crabtree Valley Avenue, Creekside Townhomes and its retaining wall, Crabtree Valley Mall parking deck and outparcel buildings including the La Rancherita and Chapel Hill Tire, Crabtree Terrace office building (Perry's Steakhouse), Mako Medical Building and Creedmoor Road bridge. A vibration and settlement monitoring workplan shall be developed and prepared prior to construction by City's agent and provided to Contractor to assist in coordination of testing activities.
 - iv. Testing of the sewer mains and manholes shall be conducted in accordance with the Contract Documents.
 - 1. Reference Section 01 35 12 for hydrostatic testing of all sewer mains that cross streams and or wetlands and where sewer is less than 50 feet from a wetland.
 - 2. Low pressure air testing for sewer reconnections that involve installation of a coupling is not required.
 - 3. For pipes 24-inches and larger, internal low air pressure joint testing in accordance with ASTM C1103 is allowed. Joint tester shall be complete assembly with control panel and wheel kit. Control panel shall be positioned above ground for reading of gauges to avoid confined space entry.
 - f. Traffic Control
 - i. Traffic Control shall be in accordance with the most recent edition of the MUTCD, NCDOT Standards, and the Approved Traffic Control Plan.
 - ii. Where indicated on the drawings including ground settlement monitor installation and monitoring/survey activities; ground modification installation and pavement restoration (Glenwood Avenue and Creedmoor Road), the Contractor is required to submit traffic control plans for approval to the NCDOT.
 - g. Erosion Control
 - i. The Contractor will be required to abide by the approved erosion control plan and permit daily.
 - ii. The Contractor is also required to submit a supplemental erosion plan for their staging areas to NCDEQ for approval. Upon completion of the project, the staging areas shall be seeded and ground cover established, in accordance with the requirements of the erosion control permit.
 - h. Utility Conflicts
 - i. Drawing C08/C09-Overhead power and fiber/cable relocation on Crabtree View Place to be temporarily relocated by others prior to sewer construction and returned to original location by others post-construction
 - ii. Drawing C15-Overhead power to be permanently relocated prior to sewer construction
 - iii. Drawing C33-Pole conflict to be relocated by others prior to sewer construction.
 - iv. Drawing C38-Overhead power to be temporarily elevated by others prior to sewer construction and returned to original elevation by others post construction
 - v. Contractor to adhere to plans where temporary pole holding is required. Coordinate with utility entity to schedule activity in advance of conflict. Cost of pole holding to be incidental to utility pipe installation.
 - vi. Water main relocation
 - 1. Crabtree Valley Avenue-Drawing C58

2. Mall sewer reroute-Drawing C63
 - a. Where existing water service is interrupted, coordinate and schedule fire watch with City of Raleigh Fire Marshall
 3. Century Drive (Temporary Water Main and Temporary Road Access)
 - vii. Temporary sewer lateral reroutes
 1. Drawing C20
 2. Drawing C30
 3. Drawing C31
 4. Drawing C32
 5. Drawing C33
 - i. Restoration shall be in accordance with the Contract Documents.
 - i. Areas outside the project limits that are damaged shall be considered collateral damage areas and shall be restored at no cost to the City
 - ii. Pavement Restoration-Drawing G04-Section 9
 1. Base Bid-Full Depth, Full Width based on depth schedule for various road types/categories indicated on G04
 2. Alternate Bid-Full Depth, Maximum Trench Width with Mill/Overlay
 3. "Full width" and/or mill/overlay limits for parking areas established on drawings at existing joints or suitable transition points
 - j. Contractor responsible for additional staging areas. The Contractor is required to submit a plan to City and be responsible for an approved supplemental erosion control plan.
 - k. Contractor responsible for any additional temporary driveway permits.
 - l. Construction access is restricted to certain areas, as detailed on the plans.
 - m. Coordination of work
 - i. Take note of stream bank stabilization and existing siphon conflict (Drawing C110 and C21)
 - ii. Bypass pumping
 - iii. Sewer line abandonment
 - n. Coordination with other work
 - i. Blue Ridge Road North Widening-At this time, its schedule is ahead of this project.
 1. Critical coordination element is traffic management and control along Crabtree Valley Avenue
 2. Crabtree Valley Avenue is primary detour route for the road widening and culvert installation while Blue Ridge Road is shut down
 - ii. Century Drive bridge restoration-This project is anticipated to be completed prior to Notice of Award
7. Special Project Requirements
 - a. Refer to Section 01 35 13
 - b. Additional Items of Importance
 - i. Greenway Bridge Replacements (via allowance)
 1. Bridge locations designated on drawings
 - ii. Bypass Pumping
 1. Lump Sum item
 2. Temporary manholes (installation and removal) and doghouse manholes accounted for as separate unit price bid items
 - iii. Contaminated materials handling (soil and groundwater)
 1. Unit price based on measures

iv. Stream Bank Restoration

1. Unit price based on items/measures designated on bid form and drawings

8. Questions

The pre-bid conference agenda listed above was strictly followed and discussed with all in attendance. The following questions were received at the end of the conference with responses provided by the Engineer:

Bidder Question 1: *Will the trail remain open during construction or will this be able to be closed?*

Engineer Response: *The Contractor shall refer to the Greenway Access & Closure Drawings for anticipated impacts to the greenway trail during construction of this project.*

Bidder Question 2: *Will bid items 134a and 135a be changed into allowances?*

Engineer Response: *Yes. A clarification will be issued in Addendum No.1 and a revised Bid Form will be provided in a future Addendum.*

Bidder Question 3: *Will spoil sites be available?*

Engineer Response: *The Contractor is responsible for identifying nearby legal disposal facilities and for the safe removal, transport, and disposal of all spoil material in accordance with local ordinances.*

Bidder Question 3: *Which areas of the job allow blasting?*

Engineer Response: *The Contractor shall refer to the Drawings, Special Project Requirements (01 35 13), Earthwork (31 05 00), and Trenching for Utilities (31 23 33) technical specifications for all blasting operation requirements.*

Bidder Question 4: *Is the bidder required to price the alternates in their entirety to be considered responsive?*

Engineer Response: *Yes.*

9. Adjourn

Meeting Attendees

Matt Cotton (Raleigh Water) matthew.cotton@raleighnc.gov

Mark Fisher (McKim & Creed) mfisher@mckimcreed.com

Jacob Bowes (McKim & Creed) jbowes@mckimcreed.com

Chris Windley (CJS Conveyance, PLLC) cwindley@cjsconveyance.com

Dean Froelich (T.A. Loving Company) dfroelich@taloving.com (919) 709-8586

Ryan Darden (T.A. Loving Company) rdarden@taloving.com (984) 323-1539

Tim Hogan (J.F. Wilkerson Contracting Co., Inc.) tim@jfwilkerson.com (919) 501-8597

Taylor Journey (National Trench Safety) taylorjourney@ntsafety.com (984) 303-5819

Zeke Urias (Moffat Pipe, Inc.) bids@moffatpipe.com (919) 295-4630
Brad Miller (Thalle Construction Co., Inc.) blmiller@thalle.com (940) 391-2788
Bobby Helman (Xylem Dewatering/Godwin Pumps) robert.helman@xylem.com (919) 703-7623
Charles Goodwin (Cardinal Civil Contracting, LLC) cgoodwin@cardinalcivil.com
John Connelly (Cleary Construction Inc.) estimating@clearyconst.com (828) 442-8133
Ben Monroe (Cleary Construction Inc.) estimating@clearyconst.com
Doug Piper (Bradshaw Construction Corporation) dpiper@bradshawcc.com (410) 970-8300
Joshua De Leon (Michels Trenchless, Inc.) jdeleon2@michels.us
Josh West (North Star Trenchless, LLC)
Doug Ryan (RyanGeo) dryan@ryangeo.com
Steve Kuechle (S.J. Louis Construction, Inc.) stevek@sjlouis.com (320) 423-9027
Andy Cook (Ruby-Collins, Inc.) acook@ruby-collins.com
Andy Hedrick (Ruby-Collins, Inc.) estimating@ruby-collins.com
Terek Green (Garney Companies, Inc.)
Mike Hewitt (Garney Companies, Inc.)
Tim Benson (Super Excavators, Inc.) timb@superexcavators.com
Cliff Henderson (Future Pipe Industries)
Bobbie Raynor (Park Construction of North Carolina, Inc.)
Adam Paisley (Keller)
Tyler Cobb (U.S. Pipe)
Brett Ardizone (Hobas Pipe USA) bardizone@hobaspipe.com (832) 492-0509

**ATTACHMENT 2-REVISED SECTION 00520
AGREEMENT**

AGREEMENT

**INSTRUCTIONS TO CONTRACTORS AND
REQUIREMENTS AS TO FORM FOR CITY OF RALEIGH, NC AGREEMENTS**

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Contract:

1. The Owner may enter into an Agreement with three types of legal entities.
 - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
 - (b) Execution on behalf of a corporation should be by an authorized corporate officer, with a second corporate officer signing to attest, with the corporate seal affixed. An official other than a corporate officer should attach documentation of their authority to execute and bind the company.
 - (c) If the Agreement is with a partnership, a general partner may execute unless an authorized partner is designated to execute. Documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Agreement package. They should be signed by the Agree mentor, and his signature should be acknowledged with the appropriate acknowledge form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Agreement should not be dated, except by the last person executing the Agreement, normally the City Clerk.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement and as noted in Article 9.
6. Page 00510 -1: Complete the Acceptance of Notice section on this page.
7. Pages 00520-3 through 00520-13: Complete in entirety.
8. Section 00610, 00615, 00617, and 00618: Complete in entirety.

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9. Section 00618: Certificate of Insurance, Article 5 of the General and Supplementary Conditions requires the Certificate of Insurance to have those named as Additional Insured in each policy issued.

10. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives. Direct Notice of Cancellation endorsement is to be attached to corresponding Certificates of Insurance. With regard to expiration, cancellation, reduction, restriction, or any other change, certificates shall state:

"Should any of the following described policies be canceled before expiration date or be due to expire within thirty (30) days, the insurer shall mail thirty (30) days prior written notice to named certificate holder."

11. Four copies of the Contract are sent to the Contractor. The original and duplicates should be signed and returned to the Owner for signature, after which two duplicates will be returned to the Contractor. One copy may be retained by the Contractor and the other is for the use of the Bonding Company(s).

12. Failure to fully complete all four sets of the Contract Documents will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**
CITY CONTRACT NO. SPR-0235-2025; WS-2014-54
CITY PURCHASE ORDER NO. **[TBD]**

THIS AGREEMENT is by and between The City of Raleigh (Owner) and **[Contractor's Name]** (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Crabtree Interceptor Phase 3 Improvements
 - a. ****Base Bid**** - Provision of:
 - 1) Approximately 15,300 LF of 54-inch, 48-inch, 42-inch, 36-inch, and 30-inch FRP gravity sewer installed via open cut
 - 2) Approximately 4,900 LF of 36-inch, 30-inch, 24-inch, 18-inch, 12-inch, and 8-inch gravity sanitary sewer
 - 3) Four (4) dual pass micro-tunnels, totaling a length of approximately 1,460 LF, to install 54-inch and 48-inch FRP
 - 4) 103 standard precast, polymer, doghouse manholes ranging from 48-inch to 108-inches in diameter
 - 5) Abandonment or removal of approximately 15,500 LF of existing sanitary sewer ranging in diameter from 4-inch to 36-inch.
 - 6) Anti-seep collars, manhole vents, and other sewer appurtenances as shown on Contract Documents.
 - 7) Replacement of approximately 900 LF of 8-inch water line and appurtenances.
 - 8) Incidental replacement of approximately 1,500 LF of various diameter and material storm drain and storm sewer lines, including culverts, junction boxes, outlets, swales, manholes, and other storm sewer devices
 - 9) Incidental utility relocation for telecom, electric, and other buried utility lines.
 - 10) Stream crossing restoration as shown in Contract Documents.
 - 11) Pavement replacement as shown in Contract Documents.
 - 12) Handling of contaminated materials and groundwater as shown in Contract Documents.
 - 13) Traffic control as shown in Contract Documents.
 - 14) Asphalt, concrete, curb, gutter, striping, landscaping, and other restoration as shown in Contract Documents.
 - 15) Excavation, pipe bedding, shoring, vibration monitoring, temporary fencing, dewatering, erosion & sediment control measures, concrete encasement, and other incidental items to make a complete project.
 - b. Alternate bids for the following:
 - 1) Installation of approximately 45 precast polymer concrete manholes in lieu of standard precast concrete manholes on Sanitary Sewer Improvements

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- 2) Installation of approximately 45 precast polymer concrete manholes in lieu of standard precast concrete manholes on Local Sewer Replacement
- 3) Full depth replacement of asphalt roadways, driveways and parking lots within trench + mill and overlay of remaining LOD compared to a base bid of full depth replacement of LOD

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Crabtree Interceptor Phase III Improvements

ARTICLE 3 – ENGINEER

The Project has been designed by McKim & Creed (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner may assign a Job Site Observer.

The Project has been designed by McKim & Creed. However, the Owner shall act as the Engineer and Resident Project Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

The Project has been designed by the Owner which is to act as the Engineer and Resident Project Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **730** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 775 after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly,

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instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **[\$1,750]** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner **[\$1,750 amount after Final Completion time]** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Milestone Dates

- A. The following principal events shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within days indicated below after the date when the Contract Time commences to run. In accordance with paragraph 4.03 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.

Milestone Event	Consecutive Calendar Days	Liquidated Damages
A. N/A-See Paragraph 4.02 Above		
B.		
C.		

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, 5.01.C, and 5.01 D below:

The Contract Price shall not exceed the Total Contract amount of **TO BE DETERMINED** Dollars [**\$TO BE DETERMINED**] unless changed by a duly authorized amendment or change order.

A. For all Work other than Unit Price Work, a lump sum of _____ Dollars (\$_____)

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For the Lump Sum for the following work items:

A. \$ _____

B. \$ _____

The Total Contract for the Lump Sum Price of: \$ _____

C. For the following Alternates as selected by the Owner for inclusion in the Project as follows:

A. \$ _____

B. \$ _____

C. \$ _____

D. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
	SEE SECTION 00410				

Total of all Bid Prices (Unit Price Work)	\$ XXX.XX
---	------------------

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.05 of the General Conditions.

E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the [25th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated in the Supplemental Conditions but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 Once a Progress or Final Payment Application has been submitted by the contractor, recommended by the Engineer, and Approved by the Owner, if payment is not made, the Contractor will be due interest beginning on the 46th day following Owner acceptance at a

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rate of 1% per month or fraction thereof in accordance with NC General Statute 143-134.1(a).

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 *In order to induce Owner to enter into this Agreement, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00520-1 to 00520-TBD, inclusive).
 2. Performance bond (pages 00610-1 to 00610-TBD, inclusive).
 3. Payment bond (pages 00615-1 to 00615-TBD, inclusive).
 4. Affidavit (page 00617)
 5. Certificate of Insurance (pages 00618-1 to 00618-TBD, inclusive).
 6. General Conditions (pages 00700-1 to 00700-70, inclusive).
 7. Supplementary Conditions (pages 00800-1 to 00800-40, inclusive).
 8. Specifications as listed in the table of contents (pages 00010-1 to 00010-04) of the Project Manual.
 9. Drawings consisting of [G00-G07; T1-T4; C01A-C76; C100-C128; TMP1-TMP33; D01-23; D100-102; NCG01; EC01-05; EC100-106; EC201-205; UF00-UF37 sheets with each sheet bearing the following general title: [Crabtree Interceptor Phase III Improvements.]
 10. Addenda as follows: [1 through TBD or N/A]
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Sections 00410 and 00430).
 - b. Documentation submitted by Contractor prior to Notice of Award (City of Raleigh Bid Documentation; Sections 00440, 00441, 00442, 00443, and 00444).
 - c. Notice of Award (Section 00510).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (Section 00550).
 - b. Work Change Directives (Section 00940).
 - c. Change Orders (Section 00941).
 - d. Field Orders (Section 00942).
 - e. Warranty Bonds, if any.

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- B. The documents listed in Paragraph 9.01.A are part of this Agreement, and if not physically attached, are incorporated fully to this Agreement by reference (**except as expressly noted otherwise above**).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Right to Audit Clause*

- A. Contractor's, subcontractors' and sub-subcontractors' "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.
- B. Such records shall include (hard copy, as well as computer readable data if it can be made available): written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in its sole discretion in connection with the Contractor's dealings with the City, including but not limited to:
 1. Compliance with Contract requirements for deliverables;
 2. Compliance with Construction Documents;
 3. Compliance with City's business ethics expectations;
 4. Compliance with Contract provisions regarding the pricing of Change Orders;
 5. Accuracy of Contractor representations regarding the pricing of invoices; or
 6. Accuracy of Contractor representations related to claims submitted by the Contractor or any of its payees.
- C. Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Contract.

- D. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- E. If an audit, inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.
- F. The Contractor agrees to maintain all information pertaining to billing for services performed under this Contract in accordance with state law for public records. The Contractor shall afford the City access to these records for audit at such intervals as may be desired by the City. The Contractor shall also preserve the records for a period of three (3) years after Final Payment (or, alternatively, for a period of three years after termination of this Contract), or longer if required by law, during which time the City shall have access for audit purposes.
- G. The rights established under this section shall survive the expiration or termination of this Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment or subsequent amendment to this Contract or any of the other Contract Documents.

10.07 *Iran Divestment Act Certification*

- A. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10.08 *E – Verify*

- A. Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

10.09 *Companies Boycotting Israel Divestment Act Certification*

- A. 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.G.S. 147-86.81.

10.10 *Applicability of North Carolina Public Records Law*

- A. Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

10.11 *Non-Discrimination*

- A. To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.
- B. The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

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Revised by Addendum 1

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement by digital signature, under seal, on the respective dates below. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf. This Agreement shall be effective upon the date of the City's signature ("Effective Date").

OWNER:

CONTRACTOR:

CITY OF RALEIGH _____

****Name of Contractor**** _____

a North Carolina municipal corporation _____

By: _____

By: _____

Name: _____

Name: _____

Title: Choose an item. _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: **City Clerk (or designee)** _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Raleigh _____

222 W. Hargett Street _____

Raleigh, North Carolina 27601 _____

License No.: _____

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

Chief Financial Officer (or designee)