

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 4

DATE: January 19, 2021

PROJECT: Bradford Circle Drainage Improvements
CONTRACT NUMBER: SD-2021-01

OWNER: The City of Durham

ENGINEER: Rummel, Klepper & Kahl, LLP

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated November 30, 2020, Addendum No.1, dated January 6, 2021, Addendum No.2, dated January 8, 2021, Addendum No.3, dated January 14, 2021; with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid form. Failure to do so may disqualify the Bidder.

This Addendum consists of 38 pages.

CHANGES TO THE PROJECT MANUAL (2 pages)

1. A revised cover sheet dated January 19, 2021 is included with this addendum.

DOCUMENT 00 01 10 - TABLE OF CONTENTS (2 pages)

2. A revised table of contents dated January 19, 2021 is included with this addendum.

DOCUMENT 00 11 16 – INVITATION TO BID (2 pages)

3. Remove document 00 11 16 – INVITATION TO BID, dated January 8, 2021 and replace with document 00 11 16 – INVITATION TO BID, dated January 19, 2021 included with this addendum.

DOCUMENT 00 21 15 – INSTRUCTIONS TO BIDDERS (0 pages)

4. Replace paragraph 1.18.C with the following language: “Bidders may join the Bid Opening remotely. Email Antwon Williams at antwon.williams@durhamnc.gov no later than 5:00 pm on January 27, 2021 in order to receive a link to the Bid opening.”

DOCUMENT 00 41 43 – BID FORM – UNIT PRICE (SINGLE PRIME CONTRACT) (12 pages)

5. Remove document 00 41 43 – BID FORM – UNIT PRICE (SINGLE PRIME CONTRACT), dated January 14, 2021 and replace with document 00 41 43 – BID FORM – UNIT PRICE (SINGLE PRIME CONTRACT), dated January 19, 2021 included with this addendum.

DOCUMENT 00 52 15 – AGREEMENT FORM – EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT) (18 pages)

6. Remove document 00 52 15 – AGREEMENT FORM – EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT), dated January 14, 2021 and replace with document 00 52 15 – AGREEMENT FORM- EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT), dated January 19, 2021 included with this addendum.

REQUESTS FOR INFORMATION AND CLARIFICATION (0 pages)

7. Unit Price Work item A31, #78M Chocking Stone
 - a. Due to the non-availability of #8 stone locally, #78M stone was determined to be an acceptable alternative for use in construction of the permeable pavement section. See table 1005.1 in NCDOT section 1005 for stone specifications.

END OF DOCUMENT

CITY OF DURHAM

PROJECT MANUAL

INCLUDING

**BIDDING DOCUMENTS, CONTRACT DOCUMENTS, AND
TECHNICAL SPECIFICATIONS**

FOR



**CITY OF
DURHAM**

CONTRACT: SD-2021-01

Issued: November 30, 2020

Revised: January 6, 8, 14, and 19, 2021

Project:

Bradford Circle Drainage Improvements

**Stormwater & GIS Services Division
Public Works Department
101 City Hall Plaza, Durham NC 27701**

CONTRACT: SD-2021-01

Issued: November 30, 2020

Revised: January 6, 8, 14, and 19, 2021

PROJECT:

Bradford Circle Drainage Improvements

**STORMWATER & GIS SERVICES DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF DURHAM NC**

DOCUMENT 00 01 10

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CONTRACT: SD-2021-01
PROJECT: Bradford Circle Drainage Improvements
DATE: January 19, 2021

STORMWATER & GIS SERVICES DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF DURHAM, NORTH CAROLINA

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END OF SECTION

DOCUMENT 00 11 16

INVITATION TO BID

Contract: SD-2021-01

Project: Bradford Circle Drainage Improvements

Owner:	Engineer/Issuing Office:
City of Durham	Attention: Antwon Williams, P.E.
101 City Hall Plaza	City of Durham
Durham NC 27701	Public Works Department
	Stormwater & GIS Services Division
	101 City Hall Plaza
	Durham NC 27701
	(919) 560-4326, ext. 30254
	antwon.williams@DurhamNC.gov

Date: January 19, 2021

The City of Durham will open sealed formal Bids submitted by Bidders at 3:30 pm, Thursday January 28, 2021 for Contract SD-2021-01, Project: Bradford Circle Drainage Improvements in the City of Durham Public Works Operations Center Training Room (PWOC), 1100 MLK Jr. Parkway, Durham NC. As a precaution due to the Covid -19 pandemic, the Bid opening will also be held by way of a virtual meeting. Email Antwon Williams at antwon.williams@durhamnc.gov no later than 5:00 pm on January 27, 2021 in order to receive a link to the Bid opening. Those that decide to attend the Bid opening in person must follow City of Durham and State policies for Covid-19 response which require social distancing and wearing face coverings.

The Project involves the furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for the complete installation of repairs, rehabilitation, and improvements of the stormwater drainage system along the Bradford Circle right-of-way and adjacent properties. Currently Bradford Circle is a gravel road. The gravel road surface will be replaced with asphalt and pervious concrete pavement along with the installation of sidewalk.

Beginning 8:00 am, Monday, November 30, 2020, the Project Manual including Bidding Documents, Contract Documents, and Technical Specifications, including Drawings, may be viewed and downloaded, free of charge, from the City of Durham, Public Works Department web site: <http://durhamnc.gov/4264>.

City of Durham Standards, Specifications, and Standards Details may be downloaded at: <http://durhamnc.gov/3626>.

Bidders are encouraged to attend the virtual pre-Bid conference at 2:30 pm, Tuesday, December 15, 2020. Email Antwon Williams at antwon.williams@durhamnc.gov no later than 5:00 pm on December 14, 2020 in order to receive a link for the pre-Bid conference. The pre-Bid conference cannot be attended in person.

Each Bidder must be licensed under Chapter 87 of the North Carolina General Statutes. The City Council

of the City of Durham reserves the right to reject any or all of the Bids. All Bids must include a non-collusion affidavit.

To ensure that all Bidders using the Public Works Department web site are kept up to date on any Addenda, changes, or information notices, please send an e-mail to antwon.williams@DurhamNC.gov indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.

Contract: SD-2021-01, Project: Bradford Circle Drainage Improvements

Sites:

- Bradford Circle (ROW-154)

The City of Durham requires the Project to be completed in 120 calendar days (4 calendar months) from date of Notice to Proceed.

No Bid shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit of cash or a certified or cashier's check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation (FDIC), in an amount equal to five percent (5%) of the amount of the Bid. The check shall be made payable to the City of Durham. Said deposit shall guarantee that the Contract will be entered into by the successful Bidder if the award is made. Such deposit of cash or certified or cashier's check may be held by the City until the successful Bidder has executed and delivered the Contract Documents, including performance and payment bond, to the City of Durham and returned or kept in accordance with North Carolina General Statute 143-129.

Refer to other Bidding requirements described in Document 00 21 15 and Document 00 31 00.

In lieu of the cash deposit or certified or cashier's check mentioned above, the Bidder may file a Bid bond in the same amount executed by a corporate surety authorized to execute such bonds in North Carolina and conditioned as provided by North Carolina General Statute 143-129 and in the form attached to the Bidding Documents (see Appendix F) or on file with the Engineer. Bid bond forms enclosed as part of the Bidding Documents must be properly executed at the time Bids are submitted before Bid will be considered. Properly executed Power of Attorney of the corporate surety's agent shall accompany such bond and be attached to the page provided therefore in the Bidding Documents.

Bids shall be submitted under a condition of irrevocability, except as required by law, for a period of ninety (90) days after Bid opening.

The City of Durham reserves the right to accept or reject any or all Bids.

END OF DOCUMENT

DOCUMENT 00 41 43

BID FORM - UNIT PRICE (SINGLE-PRIME CONTRACT)

To: The City of Durham NC
c/o Antwon Williams, P.E.
101 City Hall Plaza
Durham NC 27701

Date:

Contract: SD-2021-01

Project: Bradford Circle Drainage Improvements

Sites: Bradford Circle (ROW-154)

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

Contact Person for Bidder:

Phone Number of Contact:

Bidder's North Carolina General Contractor's License Number:

1. OFFER

The undersigned Bidder hereby declares that the names of all persons interested in this Bid as principals appear in the blank spaces hereinafter provided for such purpose, that this Bid is in all respects fair and without collusion, that the Bidder has examined the locations of the proposed Work, the Advertisement, the Instructions to Bidders, the Technical Specifications, UBE requirements of the Department of EO/EA of the City of Durham, the Contract Documents and bond forms, and the Drawings therein referred to and fully understands the same and agrees and accepts the terms and conditions thereof, that it is understood that the estimated quantities are approximate only and are given for the purpose of comparing Bids upon a uniform basis, and that said estimate shall in no way affect the unit prices for the Work.

The undersigned Bidder hereby agrees to furnish at the Bidder's cost the expense of all the necessary labor, tools, apparatus, machinery, equipment, transportation, and all other things which may be required to fully and properly perform all the terms, covenants, provisions, and agreements of the annexed Contract.

The undersigned hereby agrees to do said Work and furnish said materials as prescribed in the Contract Documents and Technical Specifications, and, according to the Drawings and

requirements of the Engineer under said Contract Documents and Technical Specifications, in a first-class manner and to the best of the undersigned's ability at the following unit prices.

Having examined the Site of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the unit prices listed in this Bid form in lawful money of the United States of America.

We have included the Bid security as required by the Instruction to Bidders.

All applicable federal taxes are included and State of North Carolina taxes are excluded from the unit prices.

All Cash and Contingency Allowances described in Section 01 20 00 - Price and Payment Procedures are included in the Bid Prices.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable, except as required by law, for ninety (90) days from the Bid opening date.

If this Bid is accepted by the City of Durham within the time period stated above, we will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required bonds within fifteen (15) days of receipt of Notice of Award.
- Commence Work within ten (10) days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the City of Durham by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will:

- Complete the Work in 120 calendar days (4 calendar months) from Notice to Proceed.

4. UNIT PRICES

Contract: SD-2021-01

Project: Bradford Circle Drainage Improvements

The following are unit prices for specific portions of the Work as listed. The unit price Bid for items in this Contract are for furnishing, installing all items of Work as indicated on the Drawings and Technical Specifications, complete, in place and accepted, per the City of Durham Standards and Specifications, North Carolina Department of Transportation (NCDOT) Standards and Specifications, and the North Carolina Department of Environment and Natural Resources (NCDENR) Erosion and Sediment Control Planning and Design Manual. The following is the list of unit prices:

Standard			Item Description	Unit	Quantity	Unit Price	Item Value
No.	Specification	Drawing					
Abandonment, Demolition, and Removal							
A1	NCDOT 200	N/A	Select Tree Removal (4 to 8-inch diameter)	EA	2		
A2	NCDOT 200	N/A	Select Tree Removal (8.1 to 16-inch diameter)	EA	3		
A3	NCDOT 250	N/A	Removal of Existing Asphalt Pavement	SY	185		
A4	NCDOT 340	N/A	Pipe Removal 12-inch HDPE (No earthwork Included)	LF	17		
A5	NCDOT 340	N/A	Pipe Removal 15-inch (No earthwork Included)	LF	61		
A6	NCDOT 340	N/A	Pipe Removal 24-inch	LF	55		
A7	NCDOT 1530	N/A	Removal of Existing 8" PVC Sanitary Sewer	LF	18		
A8	NCDOT 250	N/A	Remove Concrete Driveway	SY	20		
A9	301100	N/A	Temporary Relocation of Mailbox and Street Signs	EA	7		
Subtotal for Abandonment, Demolition, and Removal							
Earthwork							
A10	NCDOT 225	N/A	Undercut Excavation	CY	55		
A11	NCDOT 225	N/A	Unsuitable Excavation	CY	25		
A12	NCDOT 225	N/A	Unclassified Excavation	CY	135		
A13	NCDOT 230	N/A	Borrow Excavation	CY	25		
A14	NCDOT 410/1016	N/A	Select Backfill Material (Class II)	CY	55		
Subtotal for Earthwork							
Soil Erosion and Sediment Control							
A15	NCDOT 876	N/A	Rip Rap, Class 1	TN	10		
A16	NCDOT 876/1056	N/A	Geotextile for Drainage (Type 2)	SY	30		
A17	NCDOT 1056	N/A	Geotextile for Pervious Pavement	SY	100		
A18	NCDOT 1605	NCDOT 1605.01	Temporary Silt Fence	LF	580		
A19	NCDOT 1606	NCDOT 1606.01	Silt Fence Outlet (Special Sediment Fence)	EA	4		
A20	NCDOT 1607	NCDOT 1607.01	Construction Entrance	EA	2		
A21	NCDOT 1607	NCDOT 1607.01	Temporary Concrete Washout	EA	1		
A22	NCDOT 1660	N/A	Seeding and Mulching	AC	0.5		
A23	NCDOT 1631	NCDOT 1631.01	Erosion Control Matting	SY	200		
A24	NCDOT 1632	NCDOT 1635.03	Inlet Protection	EA	4		
A25	NCDOT 1635	NCDOT 1635.02	Rock Pipe Inlet Sediment Trap Type B	EA	3		
Subtotal for Soil Erosion and Sediment Control							
Traffic Control							
A26	301100	N/A	Traffic Control (Furnish, Install, and Maintain)	LS	1		
Subtotal for Traffic Control							
Paving							
A27	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B (1-inch)	TN	27		
A28	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B (1.5-inch)	TN	40		
A29	NCDOT 520	N/A	Aggregate Base Course	TN	660		
A30	NCDOT 520	N/A	#57 Stone	TN	200		
A31	NCDOT 520	N/A	#78M Choking Stone	TN	43		
A32	301100	N/A	Pervious Concrete Pavement	CY	103		
A33	301100	N/A	Concrete Baffles	LF	170		
A34	301100	N/A	Obsevation Wells	EA	3		
A35	NCDOT 846	NCDOT 846.01	2-foot Concrete Curb and Gutter	LF	670		
A36	NCDOT 848	NCDOT 848.01	4-inch Concrete Sidewalk	SY	137		
A37	NCDOT 848	CoD SSD	Concrete Wheelchair Ramps City Detail No. 405.08	EA	3		
A38	NCDOT 848	CoD SSD	6-inch Concrete Driveway City Detail No. ST-9.0 and ST-10.0	SY	215		
Subtotal for Paving							

- 2. EBOP Construction Forms (see Appendix B)
- 3. Non-Collusion Affidavit of Bidder (see Appendix E for blank affidavits)
- 4. Bid Security (see Appendix F for blank Bid bond forms)
- 5. List of Contractor Equipment and Personnel
- 6. List of N.C. Division of Water Resources Violations
- 7. Contractor Safety Record Information
- 8. Project Information Sheets
- 9. Covid-19 Work Plan

7. CONTRACTOR EXPERIENCE

The undersigned Contractor has regularly engaged in contract work of this class for years, and has executed the following work as principal(s):

.....
.....
.....
.....
.....

List of Contractor's personnel experienced to do this Work including and designating the Superintendent to be in charge of this Work showing the length of their varied experience with this particular Work. The list shall not include Subcontractor personnel.

Name	Experience	Name	Experience
.....
.....
.....
.....
.....

List of Contractor's equipment in good condition and suitable for completion of this Contract. Contractor must be able to demonstrate ownership of all equipment necessary to complete all portions of the Contract. The list shall not include Subcontractor equipment.

.....
.....

.....
.....
.....

Please attach additional sheets as necessary to complete the item above.

9. BID FORM SIGNATURES

Refer to Document 00 21 15 for specific Bid form signature requirements for corporations, partnerships, limited liability companies, individuals, or sole proprietorships.

CORPORATION

The Corporate Seal of

.....
(Bidder - print the full corporate name of firm)

.....
(President/Vice President/Authorized Corporate Officer)

(Seal)

was hereunto affixed in the presence of:

.....
(Secretary/Assistant Secretary)

(Seal)

Corporate Address:

.....
.....
.....

.....
(State of Incorporation)

LIMITED LIABILITY COMPANY

.....
(Bidder - print the full name of firm)

.....
(Authorized Firm Member)

(Seal)

was hereunto affixed in the presence of:

.....
(Witness)

(Seal)

Firm Address:

.....
.....
.....

.....
(State of Formation)

INDIVIDUAL OR SOLE PROPRIETORSHIP

.....
(Bidder - print the full name of individual or sole proprietorship)

(Seal)

Individual or Sole Proprietorship Address:

.....
.....
.....

PARTNERSHIP

.....
(Bidder - print the full corporate name of partnership)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

.....
(Partner and Title)

(Seal)

(All Partners shall sign, additional signatures with titles and seals may be added below.)

was hereunto affixed in the presence of:

.....
(Witness)

(Seal)

Partnership Address:

.....
.....
.....

CONTRACT: SD-2021-01
PROJECT: Bradford Circle Drainage Improvements
DATE: January 19, 2021

STORMWATER & GIS SERVICES DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF DURHAM

JOINT VENTURE

If the Bid is a joint venture, add additional forms of execution for each member of the joint venture in the appropriate manner using the forms from above.

END OF DOCUMENT

DOCUMENT 00 52 15

AGREEMENT FORM - EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT)

THIS AGREEMENT is by and between the City of Durham (Owner), a North Carolina municipal corporation, and [*to be completed upon execution*] (Contractor).

The City of Durham and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1.1 WORK

- A. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- B. The Work involves the furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for the complete installation of repairs, rehabilitation, and improvements of the stormwater drainage system along the Bradford Circle right-of-way and adjacent properties. Currently Bradford Circle is a gravel road. The gravel road surface will be replaced with asphalt and pervious concrete pavement along with the installation of sidewalk.

1.2 THE PROJECT

- A. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Contract: SD-2021-01, Project: Bradford Circle Drainage Improvements
- B. Listed below is the Site that the Contractor may be instructed to complete construction under this Contract.
 - 1. Bradford Circle Drainage Improvements (ROW-154)

1.3 ENGINEER

- A. The Project has been designed by the following firm.
 - 1. Rummel, Klepper & Kahl, LLP. (RK&K)
- B. RK&K will act as the City of Durham'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.

1.4 CONTRACT TIMES

- A. Time of the Essence

1. 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.
- B. Days to Achieve Substantial Completion and Final Payment
 1. The Work shall be substantially completed within 90 days after the date when the Contract Times commence to run (Notice to Proceed) as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run (Notice to Proceed).
- C. Liquidated Damages
 1. Contractor and the City of Durham recognize that time is of the essence of this Agreement and that the City of Durham will suffer financial loss if the Work is not completed within the times specified in Paragraph 1.4.B.1 above, plus any extensions thereof allowed in accordance with Article 12 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 the City of Durham if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Durham and the Contractor agree that as liquidated damages for the delay (but not as a penalty), Contractor shall pay the City of Durham four hundred dollars (\$400.00) for each day that expires after the time specified in Paragraph 1.4.B.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham four hundred dollars (\$400.00) for each day that expires after the time specified in Paragraph 1.4.B.1 for completion and readiness for final payment until the Work is completed and ready for final payment.
 2. Failure of the Contractor to commence construction within ten (10) days of the Notice to Proceed shall begin a daily liquidated damages assessment against the Contractor at a rate of fifty percent (50%) of the daily liquidated damages specified in Paragraph 1.4.C.1.
- D. Weather Related Delays
 1. The Contractor may request for an extension of Contract Times for delays related to adverse weather as described in the General Conditions, Paragraph 12.02A.

1.5 CONTRACT PRICE

- A. The City of Durham 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 amount determined pursuant to Paragraphs 1.5.A.1 and 1.5.A.2 below:
 1. Not used.
 2. 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 estimated quantity of that item as indicated in this Paragraph 1.5.A.2:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

Standard			Item Description	Unit	Quantity	Unit Price	Item Value
No.	Specification	Drawing					
Abandonment, Demolition, and Removal							
A1	NCDOT 200	N/A	Select Tree Removal (4 to 8-inch diameter)	EA	2		
A2	NCDOT 200	N/A	Select Tree Removal (8.1 to 16-inch diameter)	EA	3		
A3	NCDOT 250	N/A	Removal of Existing Asphalt Pavement	SY	185		
A4	NCDOT 340	N/A	Pipe Removal 12-inch HDPE (No earthwork Included)	LF	17		
A5	NCDOT 340	N/A	Pipe Removal 15-inch (No earthwork Included)	LF	61		
A6	NCDOT 340	N/A	Pipe Removal 24-inch	LF	55		
A7	NCDOT 1530	N/A	Removal of Existing 8" PVC Sanitary Sewer	LF	18		
A8	NCDOT 250	N/A	Remove Concrete Driveway	SY	20		
A9	301100	N/A	Temporary Relocation of Mailbox and Street Signs	EA	7		
Subtotal for Abandonment, Demolition, and Removal							
Earthwork							
A10	NCDOT 225	N/A	Undercut Excavation	CY	55		
A11	NCDOT 225	N/A	Unsuitable Excavation	CY	25		
A12	NCDOT 225	N/A	Unclassified Excavation	CY	135		
A13	NCDOT 230	N/A	Borrow Excavation	CY	25		
A14	NCDOT 410/1016	N/A	Select Backfill Material (Class II)	CY	55		
Subtotal for Earthwork							
Soil Erosion and Sediment Control							
A15	NCDOT 876	N/A	Rip Rap, Class 1	TN	10		
A16	NCDOT 876/1056	N/A	Geotextile for Drainage (Type 2)	SY	30		
A17	NCDOT 1056	N/A	Geotextile for Pervious Pavement	SY	100		
A18	NCDOT 1605	NCDOT 1605.01	Temporary Silt Fence	LF	580		
A19	NCDOT 1606	NCDOT 1606.01	Silt Fence Outlet (Special Sediment Fence)	EA	4		
A20	NCDOT 1607	NCDOT 1607.01	Construction Entrance	EA	2		
A21	NCDOT 1607	NCDOT 1607.01	Temporary Concrete Washout	EA	1		
A22	NCDOT 1660	N/A	Seeding and Mulching	AC	0.5		
A23	NCDOT 1631	NCDOT 1631.01	Erosion Control Matting	SY	200		
A24	NCDOT 1632	NCDOT 1635.03	Inlet Protection	EA	4		
A25	NCDOT 1635	NCDOT 1635.02	Rock Pipe Inlet Sediment Trap Type B	EA	3		
Subtotal for Soil Erosion and Sediment Control							
Traffic Control							
A26	301100	N/A	Traffic Control (Furnish, Install, and Maintain)	LS	1		
Subtotal for Traffic Control							
Paving							
A27	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B (1-inch)	TN	27		
A28	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B (1.5-inch)	TN	40		
A29	NCDOT 520	N/A	Aggregate Base Course	TN	660		
A30	NCDOT 520	N/A	#57 Stone	TN	200		
A31	NCDOT 520	N/A	#78M Choking Stone	TN	43		
A32	301100	N/A	Pervious Concrete Pavement	CY	103		
A33	301100	N/A	Concrete Baffles	LF	170		
A34	301100	N/A	Obsevation Wells	EA	3		
A35	NCDOT 846	NCDOT 846.01	2-foot Concrete Curb and Gutter	LF	670		
A36	NCDOT 848	NCDOT 848.01	4-inch Concrete Sidewalk	SY	137		
A37	NCDOT 848	CoD SSD	Concrete Wheelchair Ramps City Detail No. 405.08	EA	3		
A38	NCDOT 848	CoD SSD	6-inch Concrete Driveway City Detail No. ST-9.0 and ST-10.0	SY	215		
Subtotal for Paving							

Storm Drainage						
A39	NCDOT 840	N/A	Drainage Structures	EA	10	
A40	NCDOT 310	NCDOT 300.01	15-inch R.C. Pipe Culverts, Class III (5.1 to 11-feet)	LF	55	
A41	NCDOT 310	NCDOT 300.01	18-inch R.C. Pipe Culverts, Class III (0 to 5-feet)	LF	49	
A42	NCDOT 310	NCDOT 300.01	24-inch R.C. Pipe Culverts, Class III (5.1 to 11-feet)	LF	234	
A43	NCDOT 310	NCDOT 300.01	30-inch R.C. Pipe Culverts, Class III (5.1 to 11-feet)	LF	257	
A44	NCDOT 310	NCDOT 300.01	36-inch R.C. Pipe Culverts, Class III (5.1 to 11-feet)	LF	40	
A45	NCDOT 815	N/A	6-inch SCH 40 PVC Perforated Pipe	LF	580	
A46	NCDOT 815	N/A	6-inch SCH 40 PVC	LF	40	
A47	301100	N/A	Cleanouts	EA	9	
A48	NCDOT 838	NCDOT 838.01	Headwall	EA	2	
A49	NCDOT 300		Pipe Bedding	TN	84	
A50	NCDOT 840		Pipe Plug	CY	2	
Subtotal for Storm Drainage						
Utilities						
A51	NCDOT 1520	N/A	8-inch Sanitary Gravity Sewer (DIP)	LF	18	
A52	NCDOT 1540	N/A	16-inch Encasement Pipe (Steel)	LF	12	
A53	301100	N/A	Relocate Sanitary Sewer Service	EA	3	
A54	NCDOT 858	N/A	Adjustment of Meter Boxes or Valve Boxes	EA	1	
A55	301100	City Detail 516.01	Water Service and Meter Relocation	EA	5	
A56	NCDOT 858	N/A	Adjustment of Manholes	EA	2	
Subtotal for Utilities						
Miscellaneous						
A57	301100	N/A	Construction Surveying	LS	1	
A58	NCDOT 1660	N/A	Sweet Bay Magnolia (1.5" Cal.)	EA	4	
A59	NCDOT 1660	N/A	Eastern Redbud (1.5" Cal.)	EA	10	
A60	NCDOT 1660	N/A	3 inch Triple Shredded Hardwood Mulch	CY	5	
A61	NCDOT 1660	N/A	Landscaping Topsoil (4 inch Depth) and Soil Amendments	CY	10	
A62	NCDOT 1660	N/A	Other Topsoil (4 inch Depth) and Soil Amendments	CY	195	
A63	301100		Testing and Inspections Allowance	LS	1	\$10,000.00
A64	301100	N/A	As Builts and Videos	EA	1	
A65	NCDOT 800	N/A	Mobilization (Single Large Project) 10% of total for SD-2020-01	LS	1	
Subtotal for Miscellaneous						
Total for SD-2021-01						

1.6 PAYMENT PROCEDURES

A. Submittal and Processing of Payments

- Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Progress Payments; Retainage

- The City of Durham shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraphs 1.6.B.1.a through 1.6.B.1.d below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A 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:
 - Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amount as Engineer may determine or the City of Durham may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - The City of Durham will retain five (5) percent of the amount of each estimate until Work covered by the Contract is fifty percent (50%) complete. If after the Project is deemed fifty percent (50%) complete

based upon the Contractor's gross Project invoices, excluding the value of materials stored on and off-site, and the Contractor provides the City and the Engineer the following:

- 1) Written verification evidencing fifty percent (50%) completion of the Project; and,
 - 2) Written consent of the surety named in the Project performance and payment bonds agreeing that the City shall not retain any further retainage from periodic payments due to the Contractor; the City shall cease holding retainage from future periodic payments if the City finds that the Contractor is performing satisfactorily, and any nonconforming Work identified in writing by the Engineer or City (prior to the point of fifty percent (50%) Project completion) has been corrected by the Contractor and accepted by the Engineer or City, whoever provided such prior notice of nonconforming Work. If, however, the City determines the Contractor's performance is unsatisfactory, the City may reinstate the specified retainage for each subsequent periodic payment. Notwithstanding anything to the contrary, City may assess retainage after fifty percent (50%) project completion, even if the Contractor has complied with Paragraphs 1.6.B.1.b.1 and 1.6.B.1.b.2 (above) and continues to perform satisfactorily as necessary to retain two and one-half percent (2.5%) total retainage through the completion of the Project.
- c. Notwithstanding any of the retainage provisions described herein, there shall be no retainage on periodic or final payments for Contracts having a total project cost less than \$100,000.00, and, in addition to the retainage amounts allowed to be held by the City of Durham, the City shall also retain all rights allowed under this Agreement to withhold payment to the Contractor in accordance with Article 14 of the General Conditions and for unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, or third-party claims filed against the City of Durham or reasonable evidence that a third-party claim will be filed.
- d. Within sixty (60) days of receipt by City of (1) an Application for Payment and (2) written consent of the surety, and after City has either (1) received a certificate of Substantial Completion or (2) received beneficial occupancy or use of the Project (if applicable), the City of Durham shall pay an amount sufficient to increase total payment to Contractor to the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions, including up to two hundred fifty percent (250%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

C. Final Payment

1. Prior to issuing final payment, the Contractor will furnish to the City of Durham certification that: All Subcontractors and vendors associated with this Contract have been paid; no liens and/or lawsuits have been placed against the Contractor

for this Work; and the total dollar amount has been paid to all Subcontractors, Suppliers, and others associated with this project.

2. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the City of Durham shall pay the remainder of the Contract price as recommended by Engineer as provided in said Paragraph 14.07.

1.7 NOT USED

1.8 CONTRACTOR'S REPRESENTATIONS

- A. In order to induce the City of Durham to enter into this Agreement Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 2. 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.
 3. 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.
 4. Contractor has carefully studied all:
 - a. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 of the General Conditions; and
 - b. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in Paragraph 4.06 of the General Conditions.
 5. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional and supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 6. Contractor does not consider that any 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.
 7. Contractor is aware of the general nature of work to be performed by the City of Durham and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

9. 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.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The Contractor affirmatively acknowledges and agrees that (a) the Contract Time provide for in the Contract Documents to complete the Work is reasonable and (b) the compensation provided for the Work in the Contract Documents is reasonable.

1.9 CONTRACT DOCUMENTS

A. Contents

1. The Contract Documents consist of the following:
 - a. This Agreement (pages 1 to 19, inclusive).
 - b. Performance and Payment bonds (*[to be completed upon execution]*).
 - c. Not used.
 - d. General Conditions (pages 1 to 54, inclusive, of the Project Manual).
 - e. Technical Specifications as listed in the table of contents of the Project Manual.
 - f. Drawings consisting of 20 sheets bearing the general titles below and as listed in Section 00 31 00, Paragraph 1.3, dated June 15, 2020.
 - 1) "BRADFORD CIRCLE DRAINAGE IMPROVEMENTS," 20 sheets.
 - g. Addenda (numbers *[to be complete upon execution]* to *[to be completed upon execution]*, inclusive).
 - h. Exhibits to this Agreement (enumerated as follows):
 - 1) Contractor's Bid, *[to be completed upon execution]* (pages *[to be completed upon execution]* to *[to be completed upon execution]*, inclusive, Appendix *[to be completed upon execution]* of the Project Manual).
 - 2) Contract Certificates of Liability/Insurance (Appendix *[to be completed upon execution]* of the Project Manual).
 - 3) Documentation submitted by Contractor prior to Notice of Award (Appendix *[to be completed upon execution]* of the Project Manual).
 - i. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1) Notice to Proceed.
 - 2) Work Change Directives.
 - 3) Change Order(s).

B. The documents listed in Paragraph 1.9.A.1 are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Paragraph 1.9.A.1.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.
- E. Coordination of General Conditions, Supplementary Conditions, Agreement, Drawings and Technical Specifications
 - 1. All components of the Contract Documents are essential elements of the Contract between the Owner and Contractor, and notwithstanding the requirements of Paragraph 3.03 of the General Conditions, in case of a conflict or contradiction among the General Conditions (including Supplementary Conditions), Agreement, Drawings, and Technical Specifications, the following shall be the order of controlling authority as among these documents: The Technical Specifications and Drawings shall control over the Agreement and the Agreement shall control over the General Conditions (including Supplementary Conditions). The Technical Specifications and the Drawings are intended to work together and complement each other. Any discrepancy or ambiguity between the Technical Specifications and the Drawings shall be interpreted consistent with the clear intent of the Engineer. If the intent of the Engineer is not clear, the Engineer shall determine which is controlling.

1.10 MISCELLANEOUS

- A. Terms
 - 1. Terms used in this Agreement will have the meanings stated in the General Conditions.
- B. Assignment of Contract
 - 1. 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.
- C. Successors and Assigns
 - 1. The City of Durham 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.
- D. Severability
 - 1. 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 the City of Durham 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.

E. Notices and Communications

1. All notices and other communications required or permitted by Contract shall be in writing and shall be given by personal delivery, fax, or certified United States mail (return receipt requested) addressed/faxed as follows:

To the City of Durham (Owner):
Attention: Antwon Williams, P.E.
City of Durham
Public Works Department
Stormwater & GIS Services Division
101 City Hall Plaza
Durham NC 27701
E-mail: antwon.williams@DurhamNC.gov
Fax: (919) 560-4326 ext. 30254

To the Contractor:
[to be completed upon execution]

2. A change of address, fax number, or person to receive notices or communications may be made by either party by notice given to the other party. Any notices or communications under Contract shall be deemed given at the time of actual delivery, if it is personally delivered or faxed. If the notices or communications are sent by United States mail, it shall be deemed given upon the third calendar day following the day on which the notices or communications were postmarked, or upon actual delivery, whichever first occurs.

F. Not Used

G. Technical Data and Other Work

1. Subsurface and Physical Conditions
 - a. A subsurface investigation was conducted in advance of the Project.
 - 1) "Report of Subsurface Exploration and Geotechnical Engineering Evaluation Bradford Circle Pavement Design," dated August 23, 2018.
2. Hazardous Environmental Condition
 - a. No reports or drawings related to Hazardous Environmental Condition are known to the City of Durham or Engineer.
3. Other Work
 - a. The City of Durham and Engineer are unaware of any other work on the Site at the time of Notice to Proceed.

H. Contractor's Insurance Requirements -- Contractor shall maintain the insurance coverage required under Article 5 of the General Conditions and in the amounts identified below. In the case of any conflict between this Paragraph 1.10.H and Article 5 of the General Conditions, the Contractor shall comply with more stringent requirement.

1. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.
2. Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising injury Liability.
3. Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.
4. Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
5. Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$500,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
6. Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.
Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance

requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
ATTN: Antwon Williams, P.E.
Public Works Department
101 City Hall Plaza
Durham, NC 27701

7. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

I. E-verify Requirements

1. If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129
 - a. the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS;
 - b. the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (1) shall have the meanings intended by NCGS 143-129 (j); and
 - c. the City is relying on this subsection (1) in entering into this contract.
2. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

- J. Change "SDBE" to "UBE" – Paragraph 6.06.K, and subparagraphs, are amended by replacing the phrase "Small Disadvantaged Business Enterprises" with "Underutilized Business Enterprises" and replacing "SDBE" with "UBE".

- K. Indemnification provision replacement –Paragraph 6.20 (Indemnification) of the General Conditions is deleted in its entirety and replaced with the following new paragraph:

6.20 *Indemnification applicable to construction agreements or design professional agreements.*

- A. (Definitions). These definitions apply to this Paragraph 6.20 unless otherwise stated.

Contractor – Each party to this contract except the City of Durham.

Construction agreement -- any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.

Defend -- to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the

Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

Derivative parties -- with respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.

Design professional -- a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Design professional services -- a service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Fault – a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.

Indemnitees -- City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

Subcontractor – any person or entity, of any tier, providing labor or material through the Contractor for use on the project at issue in the applicable construction agreement or design professional agreement.

B. (Standard Indemnification). (i) To the maximum extent allowed by law, the Contractor shall defend, indemnify and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or its derivative parties. In performing its duties under this subparagraph “i,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (ii) “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within “Charges” are (1) interest and reasonable attorney’s fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. (iii) Other Provisions Separate. Nothing in this Paragraph 6.20 shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This Paragraph 6.20 is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (iv) Survival. This Paragraph 6.20 shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

C. (Restriction regarding Indemnitees' Negligence). This contract shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

D. (Restriction regarding Fault). Nothing in this contract requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.

E. (Restriction regarding Negligence). Nothing in this contract requires the Contractor to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney's fees, proximately caused or alleged caused by the professional negligence, in whole or in part of the Contractor, the City, or their derivative parties, whether the claim is alleged or brought in tort or contract.

F. (Liability When at Fault). It is agreed without limitation that nothing in this contract shall be interpreted to exclude from any indemnity or hold harmless provisions enforceable under subparagraphs 6.20.C and 6.20.D any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the City to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the City by law or by contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorney's fees litigation or arbitration expenses, or court costs to be indemnified.

G. (Insurance contracts and bonds) This Paragraph 6.20 does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.

L. Performance of Private Work in Conjunction with Contract

1. The Contractor shall not perform work for private citizens or agencies in conjunction with this Project or within the Project Sites of this Contract. Any other work performed by the Contractor within the vicinity of the Project Sites shall be completed prior to mobilization to each individual Site or after substantial completion and demobilization from the individual Site.

M. NCDENR Fines

1. In addition to Liquidated Damages, Contractor shall pay Owner for any NCDENR fines that may be levied against the Owner but related to the Contractor's actions.

NON-COLLUSION STATEMENT BY CONTRACTOR

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I,, affirm that I have not engaged in collusion with any City employee(s), other person, corporations, or firms relating to this Bid, proposals, or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

.....
CONTRACTOR

CONTRACT: SD-2021-01
PROJECT: Bradford Circle Drainage Improvements
DATE: January 19, 2021

STORMWATER & GIS SERVICES DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF DURHAM, NORTH CAROLINA

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or offices on this [*to be completed upon execution*] day of [*to be completed upon execution*], 20[*to be completed upon execution*] (the “Effective Date”).

ATTEST:

CITY OF DURHAM

_____ By: _____

preaudit certificate, if applicable _____

Address for giving notices:

Attention: Antwon Williams, P.E.
City of Durham
Public Works Department
Stormwater & GIS Services Division
101 City Hall Plaza
Durham NC 27701
E-mail: antwon.williams@DurhamNC.gov
Phone No.: (919) 560-4326, ext. 30254
Fax No.: (919) 560-4316

CONTRACTOR (CORPORATION):

.....

By:

Title:

(CORPORATE SEAL)

Attest:

Title:

(CORPORATE SEAL)

Address for giving notices:

.....

.....

.....

Phone No.:

Fax No.:

License No.:

Agent for service or process:

.....

(If Contractor is a corporation or partnership,
attach evidence of authority to sign.)

State of ACKNOWLEDGMENT BY CORPORATION

County of

I, a notary public in and for the aforesaid county and state, certify that
personally appeared before me this day and stated that he or she is

(Strike through the inapplicable:) chairperson/ president/ chief executive officer/ vice-president/
assistant vice-president/ treasurer/ chief financial officer of

[to be completed upon execution], a corporation, and that by authority duly given and as the act of the
corporation, he or she signed the foregoing contract or agreement with the City of Durham and the
corporate seal was affixed thereto. This the day of,
20.....

My commission expires:
..... Notary Public

CONTRACT: SD-2021-01
PROJECT: Bradford Circle Drainage Improvements
DATE: January 19, 2021

STORMWATER & GIS SERVICES DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF DURHAM, NORTH CAROLINA

END OF DOCUMENT