

**BIDDING AND CONTRACT DOCUMENTS
FOR THE
BRUNSWICK COUNTY PUBLIC UTILITIES
NORTHWEST WATER TREATMENT PLANT – EXPANSION AND UPGRADES**

DOCUMENT 009108

ADDENDA

ADDENDUM NUMBER 10

DATE: March 30, 2020

PROJECT: NORTHWEST WATER TREATMENT PLANT – EXPANSION AND UPGRADES

OWNER: BRUNSWICK COUNTY PUBLIC UTILITIES

ENGINEER: CDM SMITH

TO: Project Planholders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated October 2019, with amendments and additions noted herein 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 4 pages plus attachments.



GENERAL

1. The project is being re-advertised. Sealed proposals will be received until 2:00 p.m. on Monday, April 6, 2020, in the Brunswick County Public Utilities Operations Center in Supply, NC.
2. The following question and answer were provided in Addendum 7:

QUESTION: On page I-2 of Section 00 21 13 – Instructions to Bidders, it states that “the names and license numbers of major Subcontractors shall be listed on the Bid Form”. However, there is no provision on the bid form for writing in this information or definition of a “major Subcontractor”. It is our interpretation that the Owner will require submission of this information upon notification that the Contractor is the lowest responsible, responsive bidder. If this is incorrect, please revise the bid form appropriately.

RESPONSE: *We agree that there is no form to provide a list of major subcontractors. Bidders can provide this information on a new page to be provided with the Form of Proposal. Title the page “Names and License Number for Major Subcontractors”.*

Delete the response provided previously in Addendum 7 and replace it with the following:

RESPONSE: *The Form of Proposal has been revised to include a table for bidders to identify the names and license numbers of major subcontractors.*

3. Per Document 007200, General Conditions, Article 44, Paragraph E, the Contract Time may be extended by change order due to any causes beyond the Contractor’s control, including impacts that may result from the current Coronavirus Pandemic. Only impacts to schedule following notice to proceed will be considered.
4. Contractor questions received within 10 calendar days prior to the bid opening will be accepted and reviewed. Owner and Engineer will reply to those urgent questions that must be answered but will not guarantee being responsive to all questions.

IN THE SPECIFICATIONS

DOCUMENT 001122 - NOTICE TO BIDDERS

1. Replace DOCUMENT 001122 (from Addendum 3) in its entirety with the respective new DOCUMENT included in the Attachments. The notice to proceed date has been removed and construction durations are now defined in calendar days.

DOCUMENT 004213 - FORM OF PROPOSAL

1. Replace DOCUMENT 004213 (from Addendum 3) in its entirety with the respective new DOCUMENT included in the Attachments.

DOCUMENT 002113 – INSTRUCTIONS TO BIDDERS

1. Delete Paragraph 7 and insert the following therefor:
Bid bond shall be conditioned that the surety will, upon demand, forthwith make payment to the obligee upon said bond if the Bidder fails to execute the Contract. The Owner may retain bid securities of any Bidder(s) who may have a reasonable chance of award of Contract until the 101st day after the bid opening. Other bid securities may be released sooner, at the discretion of the Owner. All bid securities (cash or certified checks) shall be returned to the Bidders within ten (10) days after award of Contract. Standard Form of Bid Bond is included in these specifications.

DOCUMENT 005213 - CONSTRUCTION AGREEMENT

1. Replace DOCUMENT 005213 (from Addendum 3) in its entirety with the respective new DOCUMENT included in the Attachments.

SECTION 012901 - MEASUREMENT AND PAYMENT

1. Replace SECTION 012901 (from Addendum 3) in its entirety with the respective new DOCUMENT included in the Attachments.

SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

1. Delete paragraph 3.7 K and replace it with the following:
“K. Site Access and Site Security Attendance. A construction access gate and temporary road for all construction activity shall be provided by the Contractor. The existing main gate shall only be used by the Owner and those visitors supporting operation and maintenance of the existing water treatment plant. The new construction access shall comprise of a pad locked double leaf gate to be managed by the Contractor. The gate shall only be open during approved construction hours and shall be locked during others. The Contractor shall log identification of all construction representatives passing the construction access gate. A video recording of all gate access activity would be acceptable. A log or video recording shall be maintained throughout the duration of the Project and shall be provided to the Owner upon request.”

SECTION 104416 – FIRE EXTINGUISHERS

1. ADD Paragraph 2.2 C to read “C. Chemical Building Fire Extinguishers to be Stored-Pressure Water-Mist Type: UL-rated 2-A:C, 2.5-gal. nominal capacity, with water in enameled-steel container; with pressure-indicating gage.”

SECTION 312000 - EARTHWORK

1. Delete paragraph 3.9 A and replace it with the following:
“A. Objectionable and waste material shall be removed and disposed of off-site. Materials may be temporarily stockpiled in an area within the limits of construction that does not disrupt construction activities, create any nuisances or safety hazards, or otherwise restricts access to work site.

Unsuitable soil and surplus excavated material may be permanently placed within the limits of Northwest Water Plant property. The Owner has identified 4 acres (or larger) of cleared land (County owned) abutting the southern fence line of the water plant, which can be used by the Contractor for staging, stockpile materials and permanent disposal of unsuitable (clean and non-hazardous) and surplus excavated material. The area will require grubbing and grading by the Contractor to the limits needed for construction purposes. Contractor is to place surplus material at a slope no steeper than 3:1 and is to seed established material to limit erosion. The Contractor will also be required to obtain Sedimentation and Erosion Control planning and permitting for this staging and storage area and avoid jurisdictional wetlands.”

SECTION 330519 - DUCTILE-IRON UTILITY PIPE FOR WATER SERVICE

1. Insert the following into paragraph 3.3 C:
“6. The requirement for Polyethylene Encasement of buried ductile-iron pipe is only required for pipe segments (joint to joint) that have a portion (or entire length) installed at a depth of 10 feet or more, from the existing ground surface.”
2. Delete paragraph 3.3 B 2 e, 3.3 B 5 d, and 3.3 B 6 a.

SECTION 466323 - REVERSE-OSMOSIS MEMBRANE EQUIPMENT

1. Paragraph 1.17 A. Add the following to the end of this paragraph. “The Contractor, MEM and MSS will be allowed the option of providing a bond in place of the 25% retainage. The Membrane System Supplier shall provide a performance and payment bond with a penal sum in the amount of their contact value to the Owner and Contractor. The bond shall name both the Contractor and Brunswick County as a Co-Oblige.”

SECTION 466323.13 - REVERSE OSMOSIS MEMBRANE ELEMENTS

1. (as modified per Addendum 5) – In Table 466323.13-3, edit the value of feed pressure to read “Maximum of 150 psi at 15 deg C and higher” and add a second row to read “Maximum of 170 psi below 15 deg C”.

2. Paragraph 1.10 A. Add the following to the end of this paragraph. “The Contractor, MEM and MSS will be allowed the option of providing a bond in place of the 25% retainage. The Membrane System Supplier shall provide a performance and payment bond with a penal sum in the amount of their contact value to the Owner and Contractor. The bond shall name both the Contractor and Brunswick County as a Co-Oblige.”

ON THE DRAWINGS

SHEET C-D-3

1. Delete Note 9 and insert the follow therefor:
“9. The requirement for Polyethylene Encasement of buried ductile-iron pipe is only required for pipe segments (joint to joint) that have a portion (or entire length) installed at a depth of 10 feet or more, from the existing ground surface. Polyethylene encased per specification Section 330519.”

SHEET A-RO-1

1. General Notes, Add Note #3 to read “3. Provide ‘Exit Door – Do Not Block’ Sign at exterior exit doors of the facility”.

ATTACHMENTS

1. Revised DOCUMENT 001122, “Notice To Bidders”
2. Revised DOCUMENT 004213, “Form of Proposal, Bid Bond, MBE Affidavits”
3. Revised DOCUMENT 005213, “Construction Agreement”
4. Revised DOCUMENT 012901, “Measurement and Payment”

END OF ADDENDUM 10

NOTICE TO BIDDERS

Sealed proposals will be received until 2:00 p.m. on Monday, April 6, 2020 in the Brunswick County Public Utilities Operations Center in Supply, NC for the furnishing of labor, material, and equipment entering into the construction of: **Northwest Water Treatment Plant Expansion and Upgrades**, and shortly thereafter the bids will be opened publicly and read aloud.

Sealed bids shall be labeled with the project name, Contractor's name, address, and license number and must be marked "SEALED BID, DO NOT OPEN." Bids shall be sent to:

Alternate Shipping Service or Hand Delivery

Brunswick County Public Utilities
Utilities Operations Center
Attention: Bob Tweedy, PE
250 Grey Water Road NE
Supply, NC 28462
(910) 253-2680

US Post Office

Brunswick County Public Utilities
Attention: Bob Tweedy, PE
P. O. Box 249
Bolivia, NC 28422

Project Description: Expansion of the conventional process treatment capacity; improvements to the rapid mixing, clarification and filtration processes; upgrades to the treatment process including low pressure reverse osmosis; extensive modifications to the yard piping systems, including new raw water influent, finished water, waste solids and stormwater discharge piping; and RO concentrate discharge force main to the Cape Fear River (under separate contract). The expanded plant will process 45 MGD through conventional treatment, 36 MGD through the reverse osmosis system, and allow for future expansion to 50 MGD.

The foregoing description shall not be construed as a complete description of all work required.

Bids will be received as a **Single Prime Contract**. All proposals shall be lump sum with provisions for unit prices, allowances and alternates as indicated in the Form of Proposal. The entire project including five (5) reverse osmosis skids shall achieve Substantial Completion 1,099 calendar days from notice to proceed and Final Acceptance 1,191 calendar days from notice to proceed. In addition, the Contractor is required to complete installation, performance testing and provide beneficial use to the County of all conventional treatment improvements and ancillary equipment 734 calendar days from notice to proceed.

There are liquidated damages associated with this project. Liquidated damages will be in the amount of **\$5,500** per day for each calendar day beyond the Substantial Completion date ; and **\$5,500** per day for each calendar day beyond the date for beneficial use of conventional treatment. The two liquidated damages are not cumulative and do not overlap.

Site Visitation: Inspection of the proposed construction site may be allowed outside of the pre-bid meeting by approval of Brunswick County. Telephone the above noted contact person in order to schedule a visit.

Questions: All questions or requests for clarifications must be submitted no later than ten (10) days prior to the bid date by email or fax. These shall be directed to:

Jonathan Treadway, PE
CDM Smith
Email: treadwayJB@cdmsmith.com
Phone: 919-325-3500

Insurance Requirements: The Contractor is required to have insurance as outlined in the General Conditions, as modified by the Supplementary Conditions.

Licensing: All Contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades. General Contractors are notified that Chapter 87, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for (Building, Public Utilities, or Unclassified).

NOTE: Under NCGS 87-1, a Contractor that superintends or manages construction of any building, highway, public utility, grading, structure, or improvement shall be deemed a "General Contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the Single Prime Contractor to hold a proper General Contractor's license.

NOTE: The bidder shall identify on its bid proposal the minority business participation it will use on the project form (*Identification of Minority Business Participation*) and shall include *Affidavit A*. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (NCGS143-128.2c Effective 1/1/2002.) General contractors are notified that Chapter 143, General Statutes of North Carolina, and the "Brunswick County Minority Business Enterprise Policy" (MBE) will be observed in receiving and awarding general contracts. Brunswick County requires contractors that are not self-performing 100% of the total value of the work to verify that they have contacted MBE subcontractors whose work on the project would represent at least ten percent (10%) of the total value of work.

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the Bid Bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten (10) days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price. An additional bond with the North Carolina Department of Transportation may be required for work performed in the right-of-way. Surety companies must be authorized to do business in North Carolina.

Contractor agrees that the Contractor and the Contractor's subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. E-Verify is

a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

The owner reserves the right to reject any or all bids and to waive informalities.

Designer:

Jonathan Treadway, PE
CDM Smith
5400 Glenwood Ave, Suite 400
Raleigh, NC 27612
Phone: 919-325-3500

Owner:

Bob Tweedy, PE
Brunswick County
250 Grey Water Road NE
Supply, NC 28462
Phone: 910-253-2680

FORM OF PROPOSAL

To: **BRUNSWICK COUNTY**

From: *Bidder* _____

Address _____

Tele./Fax _____

Date of Bid _____

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. By signing this proposal, the bidder affirms they are not listed and will not utilize a subcontractor or vendor listed on the Final Divestment List created by the State Treasurer pursuant to NCGS 143-6A-4, Iran Divestment Act Certification. The Bidder further declares that he has examined the site of the work and the Contract Documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to Contract with **Brunswick County** in the form of Contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, supplies, labor, etc. necessary to complete the construction of:

Northwest Water Treatment Plant Expansion and Upgrades

in full in complete accordance with the plans, specifications, and Contract Documents, to the full and entire satisfaction of **Brunswick County** and their representatives with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum of:

SINGLE PRIME CONTRACT:

Base Bid:

(All work covered in the Contract Documents **including:** Low Pressure Reverse Osmosis Skid Systems No. 1 through No. 5; all unit price items (1-8) and the use of Preferred Brands. **Excluding:** Low Pressure Reverse Osmosis Skid Systems and booster pumps No. 6 through No. 8, RO Feed Pump No.4, 8, and 9 with VFDs; the local electrical and control panels for Low Pressure Reverse Osmosis Skid Systems No. 6 through No.8; and Cartridge Filter No. 4, 8, and 9. Conduits from the MCC to the future skids shall remain part of the Base Bid but not include power or communication wire from the MCC. Conduits from the VFD to the pump location shall remain part of the Base Bid but not include power or communication wire from the VFD)

Dollars(\$) _____

Words _____

Words (cont'd) _____

Membrane element manufacturer (elements for 5 skids in base bid) is: _____

NAME AND LICENSE NUMBER OF MAJOR SUBCONTRACTORS:

General Subcontractor:

Plumbing Subcontractor:

_____ Lic _____

_____ Lic _____

Mechanical Subcontractor:

Electrical Subcontractor:

_____ Lic _____

_____ Lic _____

When the project is a Building, NCGS 143-128(d) requires all Single Prime Bidders to identify their Subcontractors for the above subdivisions of work. A Contractor whose bid is accepted shall not substitute any person as Subcontractor in the place of the Subcontractor listed in the original bid, except in accordance with NCGS 143-128(d).

ALTERNATE BID ITEMS:

Bidders must provide a dollar value for each bid alternate listed below to be considered for the Project. Should any of the alternates as described in the Contract Documents be accepted, the amount written below shall be the amount to alter the base bid.

Bid Alternate No. 1: Add Low Pressure Reverse Osmosis Skid Systems No. 6 through No.8 to the Base Bid. Revise the deadline for beneficial use of Low Pressure Reverse Osmosis Skid Systems No. 1 through No. 5 to 1,099 calendar days from notice to proceed and No. 6 through No. 8 to 1,191 calendar days from notice to proceed. Final Acceptance of all work will be 1,283 calendar days from notice to proceed.

(Add) or (Deduct) _____ Dollars(\$)

Membrane element manufacturer _____

Bid Alternate No. 2: Delete Low Pressure Reverse Osmosis Skid System No. 5 from the Base Bid. The deadline for beneficial use of four Low Pressure Reverse Osmosis Skid Systems remains 1,099 calendar days from notice to proceed.

(Add) or (Deduct) _____ Dollars(\$)

Membrane element manufacturer _____

Bid Alternate No. 3: Revise the deadline for beneficial use of five Low Pressure Reverse Osmosis Skid Systems to 918 calendar days from notice to proceed. Revise the date for Final Acceptance of all work to 1,010 calendar days from notice to proceed.

(Add) or (Deduct) _____ Dollars(\$)

Membrane element manufacturer _____

Bid Alternate No. 4: Delete all Low Pressure Reverse Osmosis Process Improvements from the Base Bid. The date for beneficial use of the remaining work (the conventional process) remains 734 calendar days from notice to proceed. Revise the date for Final Acceptance of all work to 826 calendar days from notice to proceed.

(Deduct) _____ Dollars(\$)

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the Contract Documents.

Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of Bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the General Conditions.

The quantities shown on the proposal form are for the base bid only unless the contract documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid and any alternates listed in the Proposal using information in the Contract Documents.

In the event that the Owner selects an alternate that clearly increases or decreases the estimated quantity of a unit price item shown on the proposal form, after selection of the Contractor, the Contractor shall be provided an updated list of estimated unit price quantities reflective of the alternates chosen. This updated list shall be used in determining any variation between the actual quantities and the estimated quantities of the unit price work. An estimated unit price quantity shall be updated only in the event that the Contract Documents clearly indicate that the unit price item was indeed part of the Owner-selected alternate. The cost for all unit price items shall be included within either the base bid or an alternate, as applicable.

UNIT PRICE ITEMS:

Pay Item	Pay Item Description	Unit	Est. Quantity	Unit Price	Extended Price
1	Change Order Allowance	LS	1	\$300,000	\$300,000
2	Materials Testing Allowance	LS	1	\$250,000	\$250,000
	Removal and replacement of Unsuitable Material	CY	200	\$	\$
4	Clarifier Concrete Tank Repair - Prepare and Repair equal to or greater than 3/8-inch in depth	SF	6,800	\$	\$
5	Clarifier Concrete Tank Repair - Prepare and Repair less than 3/8-inch and greater than 1/8-inch in depth	SF	10,300	\$	\$
6	Clarifier Concrete Tank Repair – Flexible Polyurethane Coating	SF	56,300	\$	\$
7	Clarifier Concrete Tank Repair – Prepare and Repair less than 1/8-inch in depth	SF	20,400	\$	\$
8	Clarifier Concrete Tank Repair – Crack Repair	LF	400	\$	\$

Notes:

1. The base bid shall include all unit price items as indicated on this form. Base bid amount shall be recorded where indicated on Form of Proposal page F-1, above.
2. Bidder is advised that Items 1 & 2 are allowances and will be measured and paid for based on actual costs incurred, as indicated in the contract documents.
3. Bidder is advised that Unit Price Items stipulated as part of these contract documents shall be measured and paid for based on the actual quantities installed.
4. Units: LS – Lump Sum. CY – Cubic Yard. LF – Linear Foot. SF – Square Foot.

TIME OF COMPLETION

The bidder further proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of the Designer and shall fully complete all work thereunder within the time specified in the Notice to Bidders.

Applicable liquidated damages amount is also stated in the Notice to Bidders (see General Conditions “Time of Completion, Delays, Extension of Time”).

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

Provide with the bid - Under NCGS 143-128.2(c) the undersigned Bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within seventy-two (72) hours of the notification of being the apparent lowest Bidder, the following:

An Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total Contract price, which is equal to or more than the goal established as indicated in the Notice to Bidders. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort and Affidavit D is not necessary;

OR

If less than the goal, Affidavit D of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the Contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all Minority Business contractors, vendors, and suppliers that will be used. If there is no Minority Business participation, then enter none or zero on the form. Affidavit A must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low Bidder is grounds for rejection of the bid.

PROPOSAL SIGNATURE PAGE

The undersigned further agrees that in the case of failure on his part to execute the said Contract, provide performance and payment bonds, and certificates of insurance within ten (10) consecutive calendar days after being given written notice of the award of Contract, the certified check, cash, or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash, or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of _____

(Name of Firm or Corporation Making Bid)

WITNESS:

By: _____
Signature

(Proprietorship, Partnership, or LLC)

Name: _____
Print or Type

Title: _____
(Owner/Co-Partner/President/Vice President/Manager)

Address: _____

ATTEST:

By: _____

License No. _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

Federal I.D. No. _____

(CORPORATE SEAL)

Addendum received and used in computing bid:

Addendum No. 1 _____ Addendum No. 4 _____ Addendum No. 7 _____ Addendum No. 10 _____

Addendum No. 2 _____ Addendum No. 5 _____ Addendum No. 8 _____ Addendum No. 11 _____

Addendum No. 3 _____ Addendum No. 6 _____ Addendum No. 9 _____ Addendum No. 12 _____

ATTACHED DOCUMENTS

The following documents are attached to and made a Condition of this Bid:

- Form of Bid Bond
- Identification of Minority Business Participation form
- Brunswick County AFFIDAVIT A – Listing of Good Faith Efforts

FORM OF BID BOND

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER:

Brunswick County
P. O. Box 249
Bolivia, NC 28422

BID

BID DUE DATE: _____

PROJECT *(Brief Description Including Location):*

BOND

BOND NUMBER: _____

DATE: *(Not Later than Bid Due Date):* _____

PENAL SUM: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms of the Contract Documents, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative. THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Bidder shall be awarded the Contract for which the bid is submitted and shall execute the Contract and give bond for the faithful performance thereof within ten (10)days after the award of same to the Bidder, then this obligation shall be null and void; but if the Bidder fails to so execute such Contract and give performance bond as required by NCGS 143-129, the surety shall, upon demand, forthwith pay to the Owner the penal sum amount set forth above. Provided further, that the bid may be withdrawn as provided by NCGS 143-129.1

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following Minority Business Enterprises (MBE) as construction subcontractors, vendors, suppliers, or providers of professional services.

Firm Name, Address, and Phone #	Work Type	*Minority Category

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be

(\$) _____

Brunswick County AFFIDAVIT A Listing of Good Faith Efforts

Affidavit of _____

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government-maintained lists, at least ten (10) days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least ten (10) days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended pre-bid meetings scheduled by the owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Provided quick pay agreements and policies to enable minority Contractors and suppliers to meet cash-flow demands.
- 11 – (20 pts)** A minimum of two (2) or all, if only one (1) is indicated, of the MBE firms indicated on the "Identification of Minority Business Participation" form are **Brunswick County** based.

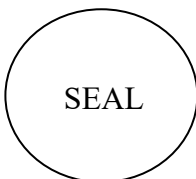
The undersigned, if apparent low Bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of Contract to be executed with the Owner. Substitution of Contractors must be in accordance with NCGS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public
My commission expires _____

Brunswick County AFFIDAVIT C

Portion of the Work to be Performed by Minority Firms

(Note this form is to be submitted only by the apparent lowest responsible, responsive Bidder.)

If the portion of the work to be executed by minority businesses as defined in NCGS143-128.2(g) is equal to or greater than the percentage goal listed in the Notice to Bidders of the Bidders total Contract price, then the Bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **seventy-two (72) hours** after notification of being low Bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Amount of Bid \$ _____
(Project Name)

I will expend a minimum of _____% of the total dollar amount of the Contract with Minority Business Enterprises. Minority businesses will be employed as construction Subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone #	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

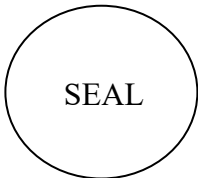
Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Brunswick County AFFIDAVIT D Good Faith Efforts

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the percentage goal of participation by minority business listed in the Notice to Bidders **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)

Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the Contract with Minority Business Enterprises. Minority businesses will be employed as construction Subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone #	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

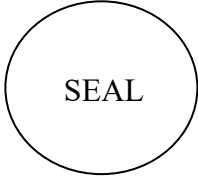
- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this Contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date, and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible Sub-Bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any Contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive Bidder.

Pursuant to NCGS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a Contract with the Owner. Failure to fulfill this commitment may constitute a breach of the Contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____



Signature: _____

Title: _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

NORTH CAROLINA

CONSTRUCTION AGREEMENT

BRUNSWICK COUNTY

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the “Agreement” or “Contract”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County” or “Owner”), party of the first part, and {Contractor Name}, (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:

1. PROJECT; FEES

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers’ Compensation, Public Liability, Property Damage and Builder’s Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the “Bid Documents”) titled:

Project: Northwest Water Treatment Plant – Expansion and Upgrades

Consisting of the following sheets **Northwest Water Treatment Plant, Expansion and Upgrades, Issued for Bid**

dated **October 2019**

And the following addenda:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The Bid Documents are incorporated by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2. TERM OF AGREEMENT

The term of this Agreement begins upon issuance of the Notice to Proceed (NTP) by Brunswick County (the “Effective Date”) and continues in effect until the entire project achieves Final Acceptance 1,191 calendar days from notice to proceed, unless extended or sooner terminated as provided for in the Brunswick County General Conditions of the Contract. In addition, The Contractor is required to complete installation, performance testing and provide beneficial use to the County, conventional treatment systems and all ancillary equipment 734 calendar days from notice to proceed. Calendar days for construction completion will be adjusted appropriately as bid alternatives are chosen.

3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

The County agrees to pay Contractor the total amount of **{Contract Amount - Alpha} Dollars (\$ {Contract Amount - Numeric})** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. The County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor’s submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been

paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, the County shall inform Contractor in writing of the disputed charges.

The Contractor is hereby notified that there are liquidated damages associated with this project. Liquidated damages will be in the amount of \$5,500 per day for each calendar day beyond the Substantial Completion, which is 1,099 calendar days from notice to proceed; and \$5,500 per day for each calendar day beyond beneficial use of conventional treatment, which is 734 calendar days from notice to proceed. The two liquidated damages are not cumulative and do not overlap.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

- (1) Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- (4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- (5) Contractor will perform all work in conformity with the specifications and

requirements of this Agreement;

- (6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;
- (7) The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);
- (8) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (9) Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby 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.

11. DEBARMENT

Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

15. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide County with an affidavit of compliance or exemption.

16. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical

information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as “Confidential.” Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (4) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser’s sole expense.

17. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina

in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

19. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation, as more fully set forth in the General Conditions of the Contract.

20. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the Project herein.

23. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

24. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

26. NOTICES

- (1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) **NOTICE ADDRESS.**

- a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

For the County: Robert V. Shaver, Jr.
Brunswick County Attorney
P.O. Box 249
Bolivia, NC 28422

- b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: Robert V. Shaver, Jr.
Brunswick County Attorney
P.O. Box 249
Bolivia, NC 28422

- c. All communications to Contractor shall be sent to:

For the Contractor: Contractor Name
Contractor Address

27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

{CONTRACTOR NAME}

By: _____

Printed Name: {Contractor Signatory Name}

Title: {Contractor Signatory Title}

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

SECTION 012901 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. This Section includes details for the measurement and payment of the various elements of the Work; with provisions applicable to lump sum prices, unit prices, alternatives and allowances, if applicable.
- B. In the case of conflict between this Section and the measurement methods specified in the individual technical Sections, the measurement methods in the technical specifications shall govern.
- C. The Contractor shall receive no payment for any portion of the work until it is installed. The only exception to this is payment for stored materials on site if the Contract provides for the payment of stored materials. Partial payment may be requested for items partially installed.

1.02 RELATED WORK

- A. Payment Procedures are included in Section 012900.
- B. Form of Proposal is included in Section 004213.
- C. General Conditions are included in Section 007200.
- D. Supplemental General Conditions are included in Section 007300

1.03 LUMP SUM ITEMS

- A. Lump Sum measurement will be for the entire item, unit of work, structure, or combination thereof, as specified and as indicated in the Form of Proposal. Measurement and payment for all bid items indicated as Lump Sums shall include the cost of all labor, materials and equipment necessary to furnish, install, clean, test, and place each bid item into operation; including permitting, general conditions, overhead and profit.
- B. Progress payments will be based on the Schedule of Values prepared by the Contractor and approved by the Engineer and Owner before acceptance of the first Application for Payment.
- C. In order for the Contractor to request progress payments against Lump Sum items, Contractor shall provide a disaggregation or breakdown in sufficient and measurable detail that is acceptable to the Engineer.
- D. Measurement
 - 1. Measurement shall be based on the estimated percent complete of each item of the Schedule of Values, as determined by the Engineer.

E. Payment

1. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

1.04 UNIT PRICE ITEMS

- A. Quantity and measurement estimates stated in the Form of Proposal are estimates for bidding purposes only. Actual payments shall be based on actual quantities installed, in-place, as measured and/or verified by the Engineer.
- B. Unless otherwise provided in the General Conditions, the bid unit prices shall be in effect throughout the contract duration, regardless of variances between the estimated quantities and the actual installed quantities.
- C. The Contractor shall make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amounts of work actually completed, or materials or equipment furnished, and the estimated quantities.
- D. Unless otherwise approved by the Owner, any unit quantities exceeded may not be invoiced until the estimated quantity is increased by contract change order.
- E. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as required to measure quantities.
- F. Measured quantities shall be rounded to the nearest whole integer, unless the value of the unit price exceeds \$100, in which case measured quantities shall be rounded to the nearest half unit.
- G. Measurement
 1. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
 2. Unless otherwise provided in the Form of Proposal, unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring, dewatering, bedding, installation, backfill, testing, flushing, disinfection, and commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.
 3. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.
- H. Payment
 1. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
 2. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

1.05 ALLOWANCE ITEMS

A. DEFINITIONS

1. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
2. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
3. Purchase products and systems selected by Engineer from the designated supplier.

C. ACTION SUBMITTALS

1. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

D. INFORMATIONAL SUBMITTALS

1. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
2. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
3. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

E. CHANGE ORDER ALLOWANCES

1. Use the change order allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
2. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the change order allowance are included in the allowance and are not already part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs

F. ADJUSTMENT OF ALLOWANCES

1. Retain this article if allowances are not used for low-cost or single-unit items. Specify requirements for maintenance materials in the Section that specifies the product covered by the allowance.

2. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - a. Include installation costs in purchase amount only where indicated as part of the allowance.
 - b. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - c. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - d. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
3. At Project closeout, credit unused amounts of allowances remaining to the Owner by Change Order

1.06 ALTERNATES

A. Definitions

1. Base Bid: An amount proposed by bidders and stated on the Form of Proposal for the work defined in the Contract Documents, excluding the following drawings:
 - a. G-EB-1
 - b. C-RW-3A
 - c. C-SP-10A
 - d. C-SP-13A
 - e. C-SP-14A
 - f. C-GD-1A
 - g. C-GD-2A
 - h. C-GD-4A
 - i. C-GD-6A
 - j. C-YP-1A
 - k. C-YP-2A
 - l. C-YP-3A
 - m. C-YP-4A
 - n. C-YP-5A
 - o. C-YP-6A
 - p. C-YP-8A
 - q. C-L-1A
 - r. A-EB-1
 - s. A-EB-2
 - t. A-EB-3
 - u. A-EB-4
 - v. A-EB-5
 - w. S-EB-1
 - x. S-EB-2
 - y. S-EB-3
 - z. S-EB-4

- aa. H-EB-1
- bb. H-EB-2
- cc. H-EB-3
- dd. H-EB-4
- ee. P-EB-1
- ff. P-EB-2
- gg. P-EB-3
- hh. P-EB-4
- ii. E-EB-1
- jj. E-EB-2
- kk. E-EB-3
- ll. E-EB-4
- mm. E-EB-5
- nn. E-EB-6
- oo. E-EB-7

2. Alternate: An amount proposed by bidders and stated on the Form of Proposal for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - a. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - b. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

B. Procedures

1. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
3. Execute accepted alternates under the same conditions as other work of the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATIVE ITEMS

- A. Bidders are required to provide a Bid for each alternate listed below. If selected by Owner, the alternate will be subtracted (or added) from the Total Base Bid. The Bid for each alternate includes the price of the General Bidder and all selected sub-bidders.
- B. Bid Alternate No. 1: Add Low Pressure Reverse Osmosis Skid Systems No. 6 through No.8 to the Base Bid.

1. Measurement
 - a. The Base Bid includes five Low Pressure Reverse Osmosis (RO) Skid Systems to the limits shown on the drawings as “GC/MSS”. Selection of this Bid Alternative will increase the total number of RO skids (with elements) to eight paid under the Base Bid. This alternative includes RO Skid No.1 through No.8; RO Feed Pump No’s. 1 through 4 and 6 through 9, with VFDs; the local electrical and control panels; booster pump and Cartridge Filter No’s. 1 through 4 and 6 through 9.
 - b. The alternate requires RO skids No.1 through No.5 as well as feed pump with VFDs and cartridge filters No. 1, 2, 3, 6 and 7 to be installed for beneficial use by 1,099 calendar days from notice to proceed and the remaining skids, feed pumps, cartridge filters, and VFDs by 1,191 calendar days from notice to proceed. . Final Acceptance of all work will be 1,283 calendar days from notice to proceed.

2. Payment
 - a. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

- C. Bid Alternate No. 2: Delete Low Pressure Reverse Osmosis Skid System No. 5 from the Base Bid.
 1. Measurement
 - a. The Base Bid includes five Low Pressure Reverse Osmosis (RO) Skid Systems to the limits shown on the drawings as “GC/MSS”. Selection of this Bid Alternative will reduce the total number of RO skids (with elements) to four paid under the Base Bid. This alternative includes removing RO Skid No.5, RO Feed Pump No. 3 with VFD; the local electrical and control panel; booster pump and Cartridge Filter No. 3 from the base bid. Conduits from the MCC to the future skids shall remain part of the Base Bid but not include power or communication wire from the MCC. Conduits from the VFD to the pump location shall remain part of the Base Bid but not include power or communication wire from the VFD.
 - b. The alternate requires four RO skids installed for beneficial use by 1,099 calendar days from notice to proceed.

 2. Payment
 - a. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

- D. Bid Alternate No. 3: Revise Deadline for Beneficial Use of Low Pressure Reverse Osmosis Skid Systems.
 1. Measurement
 - a. The Base Bid includes five Low Pressure Reverse Osmosis (RO) Skid Systems to the limits shown on the drawings as “GC/MSS”. Selection of this Bid Alternate does not adjust the scope of work defined in the contract base bid.
 - b. The alternate requires five RO skids installed for beneficial use by 918 calendar days from notice to proceed. Final acceptance of all work is 1,010 calendar days from notice to proceed.

2. Payment

- a. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

E. Bid Alternate No. 4: Delete all Low Pressure Reverse Osmosis Process Improvements.

1. Measurement

- a. Measurement shall be for deletion, from the scope of work, of all associated RO infrastructure improvements shown with exception of the Backwash EQ Tank. An Electrical Building is added to the scope of work with this alternate.
- b. This alternate includes the drawings excluded under the Base Bid definition, Paragraph 1.06A.1.
- c. This alternate removes the following drawings from the Base Bid:
 - 1) G-GN-13
 - 2) A-RO-1
 - 3) A-RO-2
 - 4) A-RO-3
 - 5) A-RO-4
 - 6) A-RO-5
 - 7) A-RO-6
 - 8) A-RO-7
 - 9) A-RO-8
 - 10) A-RO-9
 - 11) A-RO-10
 - 12) A-RO-11
 - 13) A-RO-12
 - 14) A-RO-13
 - 15) A-RO-14
 - 16) A-RO-15
 - 17) A-RO-16
 - 18) A-RO-17
 - 19) A-RO-18
 - 20) A-RO-19
 - 21) A-RO-20
 - 22) A-RO-21
 - 23) A-RO-22
 - 24) A-RO-23
 - 25) A-RO-24
 - 26) A-RO-25
 - 27) S-RO-1
 - 28) S-RO-2
 - 29) S-RO-3
 - 30) S-RO-4
 - 31) S-RO-5
 - 32) S-RO-6
 - 33) S-RO-7
 - 34) S-RO-8
 - 35) S-RO-9
 - 36) S-RO-10
 - 37) S-RO-11

- 38) S-RO-12
- 39) S-RO-13
- 40) S-RO-14
- 41) M-RO-1
- 42) M-RO-4
- 43) M-RO-5
- 44) M-RO-6
- 45) M-RO-7
- 46) M-RO-8
- 47) M-RO-9
- 48) M-RO-10
- 49) M-RO-11
- 50) M-RO-12
- 51) M-RO-13
- 52) M-RO-14
- 53) M-RO-15
- 54) M-RO-16
- 55) M-RO-17
- 56) M-RO-18
- 57) M-RO-19
- 58) M-RO-20
- 59) M-RO-21
- 60) M-RO-23
- 61) M-RO-24
- 62) M-RO-25
- 63) M-RO-26
- 64) M-RO-27
- 65) M-RO-28
- 66) M-RO-29
- 67) M-RO-30
- 68) H-RO-1
- 69) H-RO-2
- 70) H-RO-3
- 71) H-RO-4
- 72) H-RO-5
- 73) H-RO-6
- 74) H-RO-7
- 75) H-RO-8
- 76) H-RO-9
- 77) H-RO-10
- 78) P-RO-1
- 79) P-RO-2
- 80) P-RO-3
- 81) P-RO-4
- 82) P-RO-5
- 83) P-RO-6
- 84) P-RO-7
- 85) P-RO-8
- 86) P-RO-9
- 87) P-RO-10

- 88) P-RO-11
- 89) E-RO-1
- 90) E-RO-2
- 91) E-RO-3
- 92) E-RO-4
- 93) E-RO-5
- 94) E-RO-6
- 95) E-RO-7
- 96) E-RO-8
- 97) E-RO-9
- 98) E-RO-10
- 99) E-RO-11
- 100) E-RO-12
- 101) E-RO-13
- 102) E-RO-14
- 103) I-RO-1
- 104) I-RO-2
- 105) I-RO-3
- 106) I-RO-4
- 107) I-RO-5
- 108) I-RO-6
- 109) I-RO-7
- 110) I-RO-8
- 111) I-RO-9
- 112) I-RO-10

d. This alternate requires the date for beneficial use of all work to be 734 calendar days from notice to proceed. Final acceptance of all work is 826 calendar days from notice to proceed.

2. Payment

a. Payment will be made at the lump sum price proportional to the completion percentages approved by the Engineer.

3.02 SCHEDULE OF ALLOWANCES ITEMS

A. Change Order Allowance (BID ITEM NO. 1)

1. Measurement and Payment

a. The Contractor will be reimbursed for costs of work defined in an approved Change Order.

2. Payment

a. Payment will be made at the change order price proportional to the completion percentages approved by the Engineer.

B. Materials Testing Allowance (BID ITEM NO. 2)

1. Measurement and Payment

a. The Contractor will be reimbursed for costs of work defined for Materials Testing.

2. Payment
 - a. Payment will be made at the change order price proportional to the completion percentages approved by the Engineer.

3.03 SCHEDULE OF UNIT PRICE ITEMS

A. Removal and Replacement of Unsuitable Material (BID ITEM NO. 3)

1. Measurement
 - a. Measurement shall be for the volume of material defined by the technical specifications as being unsuitable bedding below any new structure of the Work. For the defined volume, the unit price shall include all Work to remove and dispose of the existing material, and to furnish and install suitable materials.
 - b. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
 - c. Unless otherwise provided for in the Form of Proposal unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring, dewatering, bedding, installation, backfill, testing, flushing, disinfection, and commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.
 - d. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.
2. Payment
 - a. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
 - b. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

B. Clarifier Concrete Repair - Prepare and Repair equal to or greater than 3/8-inch in depth (BID ITEM NO.4)

1. Measurement
 - a. Definition for measurement of this bid item is provided in Section 030100.61 "Concrete Repair".
 - b. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
 - c. Unless otherwise provided for in the Form of Proposal unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring, dewatering, bedding, installation, backfill, testing, flushing, disinfection, and

- commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.
- d. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.
2. Payment
 - a. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
 - b. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.
- C. Clarifier Concrete Repair – Prepare and Repair less than 3/8-inch and greater than 1/8-inch in depth (BID ITEM NO. 5)
1. Measurement
 - a. Definition for measurement of this bid item is provided in Section 030100.61 “Concrete Repair”.
 - b. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
 - c. Unless otherwise provided for in the Form of Proposal unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring, dewatering, bedding, installation, backfill, testing, flushing, disinfection, and commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.
 - d. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.
 2. Payment
 - a. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
 - b. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.
- D. Clarifier Concrete Repair – Flexible Polyurethane Coating (BID ITEM NO. 6)
1. Measurement
 - a. Definition for measurement of this bid item is provided in Section 030100.61 “Concrete Repair”.
 - b. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
 - c. Unless otherwise provided for in the Form of Proposal unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring,

dewatering, bedding, installation, backfill, testing, flushing, disinfection, and commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.

- d. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.

2. Payment

- a. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
- b. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

- E. Clarifier Concrete Repair – Prepare and Repair less than 1/8-inch in depth (BID ITEM NO. 7)

1. Measurement

- a. Definition for measurement of this bid item is provided in Section 030100.61 “Concrete Repair”.
- b. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
- c. Unless otherwise provided for in the Form of Proposal unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring, dewatering, bedding, installation, backfill, testing, flushing, disinfection, and commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.
- d. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.

2. Payment

- a. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
- b. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

- F. Clarifier Concrete Repair – Crack Repair (BID ITEM NO. 8)

1. Measurement

- a. Definition for measurement of this bid item is provided in Section 030100.61 “Concrete Repair”.
- b. Measurement for progress payment shall be made by, or approved by, the Engineer based on the estimated effective quantity installed. The effective quantity installed represents the actual units or quantities installed, adjusted for incomplete elements or components.
- c. Unless otherwise provided for in the Form of Proposal unit price items are all-inclusive of all related work, direct and indirect, to provide a complete and functional item. For example, underground pipe installation would include trenching, shoring,

dewatering, bedding, installation, backfill, testing, flushing, disinfection, and commissioning; including all labor, materials and equipment necessary to furnish, install, clean, test, and place into operation; including permitting, general conditions, overhead and profit.

- d. The final measurement shall be based on actual quantities, jointly measured by Contractor and Engineer, complete, fully, tested and placed into service.

2. Payment

- a. Progress payments shall be in accordance with the contract documents based on estimated effective quantities installed, paid at the bid unit price.
- b. The final payment shall be based on actual quantities, fully installed, tested and placed into service, paid at the bid unit price.

END OF SECTION 012901