

CONTRACT
for
CONSTRUCTION OF CONTRACT ST-259
THE NCIMED BUILDING SIDEWALK REPAIRS & BASEMENT UTILITIES RELOCATION

The Contractor: _____
The Project: Contract ST-259
Number of Days for Completion: 87 Calendar Days from Notice to Proceed
Daily Liquidated Damages: \$1,000

THIS Construction Contract is made and entered into by and between the City of Durham, a North Carolina municipal corporation (the City) and _____(the Contractor).

SECTION 1 - AGREEMENT.

The Contractor, for and in consideration of the payments and agreements to be made and performed by the City, and hereto annexed, agrees with the City at Contractor's own proper cost and expense, and with skill and diligence, to do the Work. "Work" (with an initial capital letter) means all the construction and services, including all labor, materials, equipment, services, water, heat, utilities, transportation, and other facilities provided or to be provided by the Contractor, to fulfill the Contractor's obligations, including its obligation to construct and complete ready for use the NCIMED Basement Renovations set forth, in accordance with this Contract, including such plans and detailed directions, drawings, etc., as the Engineer gives from time to time pursuant to the Engineer's authority under this Contract.

SECTION 2 - CONTRACT PRICE.

And the Contractor agrees to receive the prices stated in the proposal in full compensation for performing the Work; the Contractor for said consideration shall be responsible for all loss or damage arising out of the nature of the Work or from any action of the elements, for all expenses incurred by or in consequence or the suspension of discontinuance of said Work and for well and faithfully completing the Work.

SECTION 3 - DEFINITIONS.

Unless the context otherwise requires the following words in this Contract they shall refer as follows: Engineer shall mean Director of Public Works, or authorized assistants acting within the scope of the Director's actual authority. The word "include" in all its forms (included, including, etc.) is to be read as incorporating the expression "but not limited to". "Work" is defined in Section 1 above.

SECTION 4 - UNIT QUANTITIES.

(a) It is hereby agreed that the preliminary measurements and estimated quantities are not necessarily correct and that payments to be received by the Contractor shall be the actual quantities developed by construction of the Work at the unit prices contained in this Contract or as otherwise provided. (b) If any specifications or estimates are erroneous that were in the information made available to the Contractor by the City, and the error was caused by professional opinion provided to the City by an independent engineer or engineering firm ("independent" meaning that the engineer is not an employee of the City), then the Contractor shall make no claim against the City or its employees, officers, or officials for any damage or loss suffered by the Contractor in reliance on those specifications or estimates, except nothing in this Section is intended to limit the Contractor's rights under Section 4(a) or Sections 5, 6, or 7.

SECTION 5 - CONTRACT EXTENSIONS.

The City reserves the right to extend the Contract upon the same terms and at the same unit prices provided that such extensions shall not exceed in cost fifty per cent (50%) of the original Contract price. Such

extensions of Work may be at any point where extensions to the project are authorized by agreement of both parties. Such extensions will automatically extend the time of completion in proportion to the dollar value.

SECTION 6 - CONTRACT CHANGES.

- A. The Department may make changes, at any time, by written notice, within the general scope of this contract in any one or more of the following: (1) description of the work to be performed, (2) method and manner of performance, and (3) the amount of work to be furnished. If any such change causes a difference in the price, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written modification to this contract, signed by both parties. The Contractor must assert any request for equitable adjustment to the contract price, performance schedule, or both, in writing no later than 10 days from the Contractor's first knowledge of the change, or its right to assert such request for equitable adjustment shall be considered waived. Under no circumstance shall any pending request for equitable adjustment or dispute excuse the Contractor from proceeding with its performance, as changed, although the Department in its sole discretion may receive and act upon any request for equitable adjustment at any time before final payment. Failure to agree to any adjustment shall be settled in accordance with paragraph, Disputes, of these Terms and Condition.
- B. The Department's normal procedure for making a change in the contract will be to issue a Request for Change Proposal (RFCP). This is a formal request for the contractor to forward detailed price breakdown information for the proposed change to the contract for the Department's review prior to making the change. There is no separate payment provided for such cost proposals as they are considered the normal course of doing business. Should the contractor's proposal be accepted, a formal modification to the contract will be issue and the contractor shall proceed with the work as outlined.
- C. Immediate changes to the contract may be made by either the issuance of a Request for Change Proposal with a Notice to Proceed (RFCP w/NTP) with the changes or a Change Order Directive (COD). A Change Order Directive will normally be used in an instance where an immediate action is required in advance of the establishment of a descriptive request for proposal. These documents require the contractor to immediately begin work on the changes as outlined therein. The above documents are used to make immediate changes to the contract in advance of an agreement on the equitable adjustment in an effort to minimize disruption in the workflow of the project. Definilization or finalization of the scope of work and settlement of an equitable adjustment to the contract will be accomplished later by the issuance of a modification to the contract.

SECTION 7 - MODIFICATION AND PRICE PROPOSALS

- A. The Contractor shall submit itemized price proposals including those for all subcontractors and sub-tiers for any Department Request for Change Proposal (RFCP) or a Request for Change Proposal with a Notice to Proceed (RFCP w/NTP) or Change Order Directive (COD) for an equitable adjustment in accordance with this term. The proposal shall include a detailed breakdown of all labor, equipment, materials, supplies, overhead and profit costs for both the contractor and all subcontractors at any tier to allow the Department a review of the proposal. Material, Labor, Equipment and Other Direct Cost shall be summarized and totaled as Construction Direct Costs in the proposal. Overhead, Profit, and Bond shall be added as appropriate line items shown as Indirect Cost in the proposal. Cost estimates or pricing detail backup shall be completely itemized to include Direct Labor man-hours, individual craft, and hourly wage rate. Include verifiable labor burden (including craft fringes, FUI, SUI, and FICA) as a separate line item. Such proposal shall also include a detailed justification for any time extension request that is being requested as part of the equitable adjustment. The contractor is advised that any request in contract period must

demonstrate that there has been an increase in the critical path for completion of the project that is directly attributed to the change.

- B. The Contractor's price proposal shall be submitted within 10 days, or as otherwise directed by the Department, of the Contractor's first knowledge of the proposed change or receipt of the Request for Change Proposal (RFCP) or Request for Change Proposal w/Notice to Proceed (RFCP w/NTP).
- C. Lump sum cost estimates or price proposals shall be rejected and returned to the Contractor for itemization as described above. Failure of the Contractor to submit properly itemized cost estimates or price proposals shall not constitute an excusable delay and may result in the Department issuing a Request for Change Proposal w/Notice to Proceed (RFCP w/NTP) or a Change Order Directive (COD) modification to perform the change.
- D. The equitable adjustment shall not include increased costs or time extension for delay resulting from the Contractor's failure to provide notice or to diligently continue performance. No proposal from the Contractor for an equitable adjustment shall be allowed if not asserted within time frames in this clause.

SECTION 8 – DISPUTES

The Contractor agrees to make good-faith efforts to settle any dispute or claim that may arise under this contract through discussion and negotiation. A claim, as used in this clause, means a written demand or assertion by either of the contracting parties that seek, as a matter of right, the payment of money in certain sum, the adjustment or interpretation of contract terms, the adjustment of contract period of performance, or other relief arising under or relating to the contract. A written demand or assertion by the Contractor seeking payment of money is not considered a claim until such request has been certified by the Contractor. A demand or assertion or other routine request for payment for an item that is not in dispute when submitted is not considered a claim under this contract. The submission of such a demand or assertion may be converted to a claim by complying with the certification requirements of this clause. An issue in dispute is not converted into a claim unless it is certified as noted below.

- A. Certification of a claim shall be made in writing and shall contain the following statement: "I certify that this claim is made in good faith, that the supporting information is accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which I believe the City is liable, and that I am duly authorized to certify this claim on behalf of the contractor". The City shall respond to the Contractor's claim in writing within 60 days of the request or shall notify the Contractor of a date in which a response will be provided. The decision of the City shall be final unless the Contractor files suit against the City.
- B. If a claim is filed by either party, any party allowed to use the dispute resolution process adopted by the State Building Commission pursuant to G. S. 143-135.26(11) and G. S. 143-128(f)(1) may participate in mediation pursuant to the dispute resolution process as a precondition to initiating litigation concerning the dispute. The amount of \$15,000 or more must be at issue before a party may require other parties to participate in the dispute resolution process. The costs of the dispute resolution process shall be divided between the parties to the dispute with at least one-third of the cost to be paid by the Owner, if the Owner is a party to the dispute.
- C. There shall be no interruption in the performance of work, and the Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under this contract between the parties hereto or between the Contractor and its lower-tier Subcontractors, and shall comply with any decision that is made by the City in responding to the Contractor's claim.

SECTION 9 - ADDITIONAL WORK AND/OR MATERIALS.

The City, acting through the Engineer may require the Contractor to do additional Work which does not appear in the Proposal at fixed unit prices but which may be found necessary to complete the proper prosecution and completion of the Work. Payment will be made based upon the extra work item found in the General Specification Section of this Contract. No materials shall be furnished other than those included in the Contract for which unit prices are stated, except upon written order of the Engineer given prior to the beginning of performance of such furnishing of such materials. No Work shall be done (except as provided in the preceding sentence), except upon written order of the Engineer given prior to the beginning of performance of such Work. Without such written order in advance, the Contractor shall not be entitled to payment for such additional materials or Work, either on the principle of quantum merit, or unjust enrichment, extra work, or any other legal or equitable theory. Claims for extra Work (including materials) shall be filed with the Engineer within ten days after the completion of the Work (including materials) for which the claim is made. Before a claim can be made for such additional materials, the materials must be installed in their final position before a claim can be made.

SECTION 10 - RESPONSIBILITIES OF ENGINEER.

The Engineer shall in all cases determine the quality and quantity of the Work and shall determine all questions relating to lines, levels and dimensions of the Work, and as to the interpretation of the plans and specifications.

SECTION 11 - CITY INSPECTORS.

The City reserves the right to place inspectors on the Work, including at the place of shipment, delivery, or manufacture of materials to be used in the Work, to see that the character of the Work conforms in every respect to requirements. The Contractor hereby agrees to furnish the inspectors with the necessary facilities and assistance for carrying out their duties. The Work shall be supervised by the Engineer and the inspectors to obtain the finished product in accordance with this Contract, and with as little inconvenience to the public as reasonably possible. Nothing in this section is intended to impose any liabilities of the Contractor or to relieve it of any of its obligations.

SECTION 12 - CONTRACTOR'S SUPERINTENDENCE.

The Contractor shall keep competent and experienced forepersons in charge of their particular classes of work. Whenever the Contractor is absent from any part of the Work, the Superintendent or Foreperson in charge of that particular Work shall receive and execute the instructions from the Engineer. Any forepersons or other employees on the Work that may be considered by the Engineer to be incompetent or disorderly shall be dismissed upon the request of the Engineer.

SECTION 13 – INSPECTION OF CONSTRUCTION.

The Contractor shall maintain an adequate inspection system and perform all inspections to ensure that the work performed under this contract, including that of all subcontractors, is performed per the contract requirements. The Contractor shall maintain complete inspection records and shall make them available to the City. All work shall be conducted under the general direction of the Contractor. All work is subject to City inspection and tests at all places and at all reasonable times before final acceptance to ensure compliance with the terms of this contract. Such inspections by the City are for the benefit of the City and do not relieve the Contractor of their responsibility for providing adequate quality control inspection and control measures for their work and the work of their subcontractors. Such inspections do not constitute any acceptance of the work by the City unless such partial acceptance is done in writing by the City and clearly indicates the scope of work that is being accepted by the City. As part of the inspection of construction requirement, the Contractor shall:

1. Furnish all facilities, labor and material needed for performing such safe and convenient inspections and tests as may be required by this contract. The presence or absence of City inspection staff on the project does not relieve the Contractor from compliance with any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the prior written consent of the City.
2. Promptly replace or correct work, without charge, that is found to be in non-conformance with contract requirements unless, in the City's interest, the City consents to accept the work with an appropriate adjustment in the contractor price.
3. Promptly segregate and remove any rejected work or materials from the work area. If the contractor does not promptly remove or correct defective or rejected work, the City may replace or correct the work and charge the cost to the Contractor or terminate the contract for Default.
4. If, before acceptance of the entire work, the City decides to examine already completed work by removing or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material to perform such investigation. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its lower-tier Subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet applicable requirements, the City shall make an equitable adjustment for the additional services involved in examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
5. Unless otherwise specified in this contract, the City shall accept or reject, as promptly as practicable after completion and inspection, all work required by this contract or that portion of the work the City determines can be accepted separately.

SECTION 14 - SUBCONTRACTORS.

The Contractor shall not assign or subcontract any portion of this Contract without the consent of the City. The Contractor will be held responsible for the faithful completion of that part of the Work and the assignment or subcontracting will not relieve the Contractor of any of the obligations or requirements under the Contract.

SECTION 15 - DEFECTIVE WORK AND MATERIALS.

The Contractor shall immediately remove and reconstruct or replace at their own expense all Work not in accordance with this Contract. The payment of the estimates shall not be considered as an acceptance of the Work included in the estimate before the final acceptance of the entire Work.

SECTION 16 - PUBLIC ACCESS/MATERIAL STORAGE.

The Work shall begin at such places as the Engineer may direct and be expeditiously carried forward. The convenience of the public shall at all times be considered; no section of any street shall be entirely blocked to traffic unless it is absolutely necessary. When ordered by the Engineer, temporary crossings at such points as needed shall be provided by the Contractor at Contractor's expense. Insofar as practicable, materials may be stored in the streets, but the location and arrangements of the same must first be allowed by the Engineer. Obstructions must at all times be kept from fire hydrants. Whenever the Work in a block is completed, all surplus materials and debris shall be removed from that block.

SECTION 17 - SAFETY.

The Contractor shall protect the entire Work until the final acceptance of the same. The Contractor shall be responsible for any act or omission by it or its employees or agents causing any injuries to persons or any

damages to public or private property. The Contractor shall erect and maintain barricades, lights and other safety devices.

SECTION 18 - NOTICE.

- (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Ed Venable, P.E.
Public Works - Engineering
City of Durham
101 City Hall Plaza
Durham, NC 27701

To the Contractor:

[Insert name and address]

The fax number is _____.

- (b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

SECTION 19 - INDEMNIFICATION.

- (a) To the maximum extent allowed by law, Contractor shall defend, indemnify, and save 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 Contractor or Subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a", Contractor shall at its sole expense defend Indemnities with legal counsel reasonably acceptable to City.
- (b) Definitions. As used in subsections "a" above and "c" and "d" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' 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 or materials that are the subject of this Contract). "Indemnities" means City and its officers, officials, independent contractors, agents, and employees, and the North Carolina Institute of Minority Economic Development ("NCIMED"), its directors, agents and employees, but excludes the Contractor.
- (c) Limitations of Contractor's Obligation. If this is in, or is in connection with, a contract 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, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnities 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 Indemnities.

(d) Nothing in subsections "a", "b" or "c" above shall affect any warranties in favor of the City that are otherwise provided in this Contract. This Section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract.

(e) Patent exception. Contractor shall not be liable under this Section for Charges directly resulting from an alleged violation of patent rights where the City has specified the particular design, process, or invention as to which the patent infringement is alleged, and either (1) the Contractor had no reason to believe an infringement might occur or might be alleged, or (2) the Contractor had reason to have such a belief and gave immediate notice to the City of such possible infringement.

SECTION 20 - RELEASE OF CLAIMS.

The City may at any time during the life of this Contract require a full release of all claims arising out of the Work and may withhold any estimate due the Contractor until such release is produced. The release shall be in a form reasonably satisfactory to the Engineer.

SECTION 21 - BONDS AND INSURANCE.

The Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham and the North Carolina Institute of Economic Minority Development must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Automobile Liability Insurance, covering

- owned, hired, or borrowed vehicles
- employee vehicles, if used in performance of this contract
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Workers' Compensation Insurance, covering

- statutory benefits;
- covering employees; covering owners partners, officers, and relatives (who work on this contract)
- employers' liability, any limit.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A or better.

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 60 days prior to cancellation or reduction of coverage
- certificates, including proof of additional insured endorsements, shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701

and,

NC Institute of Minority Economic Development
Mr. Farad Ali, President
114 West Parish Street
Durham, North Carolina 27701

- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

SECTION 22 - CONTRACT TIME. EXTENSION OF CONTRACT TIME. LIQUIDATED DAMAGES.

- (a) Start Work - The Contractor is to start the Work within ten (10) days after the date of the Notice to Proceed from the Engineer and shall expeditiously and diligently prosecute it with adequate forces to completion within 87 calendar days after the date of the Engineer's Notice to Proceed. In this Section, the date on which completion is due is referred to as the Contract Time. If the amount of work to be done under this Contract is increased, the Contract Time may be extended as stated in the Changes and Modification of Contract Section of this Contract.
- (b) Liquidated Damages. The parties recognize that the City will suffer financial loss if the Work is not completed within the Contract Time (including adjustments and extensions, if any). They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay the City \$1,000 per day of delay as liquidated damages, and not as a penalty, for each day after the Contract Time until completion. The amount stated as liquidated damages is agreed to be a reasonable estimate of the City's losses and expenses for delays, including inspections, engineering services, and administrative costs. If any part of those delays is caused by the City, liquidated damages shall not be charged for the portion of the delay time that was caused by the City but shall be charged for the portion not so caused. The City may collect liquidated damages by retaining moneys otherwise due Contractor in the amount of such damages, and by other legal means. The enforceability of this paragraph eliminates any claim by the City for actual damages for Contractor's delay in attaining completion. Nothing in this Section shall reduce the City's rights under other sections of the Contract. To the extent allowed by law, if the Work is delayed but the delay is not caused solely by the City or the City's agent, the City shall extend the Contract Time by an amount equal to the delay, as the exclusive remedy of the Contractor for said delay. To the extent allowed by law, if the Work is delayed and the delay is caused solely by the City or the City's agent, the City shall extend the Contract Time by an amount equal to the delay, as the exclusive remedy of the Contractor for said delay. Notwithstanding anything in this section or elsewhere in the Contract to the contrary, it is agreed that nothing in this section or elsewhere in the Contract is intended to forbid or limit compensable damages for delays caused solely by the City or the City's agent. If the Contractor is entitled to compensable damages for a delay, the Contractor shall not receive an extension of Contract Time for the same delay. In this Section, "City or City's agent" does not include prime contractors or their subcontractors.

- (c) Intermediate Contract Time. The contractor shall complete the removal and replacement of the existing sidewalk between 5:00 PM on 9/2/16 to 9/6/16 7:00 AM. The parties recognize that the City will suffer financial loss if the Work is not completed within the Contract Time (including adjustments and extensions, if any). They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay the City \$1,000 per day of delay as liquidated damages, and not as a penalty, for each day after the Intermediate Contract Time until completion.

SECTION 23 - SUSPENSION/TERMINATION OF WORK.

- (a) If the Work shall be abandoned by the Contractor, or if this Contract or any part thereof shall be assigned or subcontracted without the previous written consent of the City, or if the Contract or any claim there under shall be assigned by the Contractor otherwise than is as herein specified, or if at any time the Engineer shall be of the opinion, and so certify in writing to the City Council that (1) the Work is unnecessarily or unreasonably delayed, or (2) that the Contractor is willfully violating any terms or conditions of this Contract, or (3) the Contractor is not executing the Contract in good faith, or (4) the Contractor is not making such progress in the execution of said Work as to indicate its completion within the time specified, then the City shall have the right to notify the Contractor to discontinue all work, either on the whole or on any part or parts thereof, to the extent specified by the City; and, upon said notification, the Contractor shall immediately discontinue Work in accordance with said instructions; and the City shall thereupon have the power and the right to enter upon said Work and take possession thereof and to take possession of and use such Devices ("Devices" being defined in this Section 23(a) as trucks, ditching machines, bulldozers, shovels, implements, tools and appliances, and all other means of construction of every description and any and all materials, both such as enter into the completed Work and such as are used in and about the same), which may be found on or along the line of the Work; and may procure other Devices, and employ by contract or otherwise, and such manner and at such prices as the City may determine, and to the extent which the City may deem necessary, to be used in, and to work at, the completion of the Work, and to carry out the terms of this Contract, or such part or parts of it as the City may have designated; also, to charge the expense of all said Work (including superintendence, labor, and Devices), to said Contractor; and the expense so charged shall be deducted and paid to the City out of such moneys as may be due or become due at any time thereafter to the Contractor under this Contract, or any part thereof. In case such expense is less than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, it is agreed that the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the Contractor shall pay the amount of such excess to the City on notice from the City of the excess so due.

It is further agreed that neither an allowed extension of Contract Time nor the delivery and acceptance of any material called for by this Contract shall be held as a waiver by the City of the right to assume control of this Contract for the reasons herein set forth and in the manner provided. The City's failure to enforce its rights under this Contract shall not constitute a waiver of the right to assert that right afterwards.

- (b) (i) The City may, at any time, terminate this Contract for its convenience and without cause by giving written notice to the Contractor and the Contractor's sureties on the performance bond and payment bond, if any. That notice will not be considered to be given pursuant to this Section 23(b) unless it states that it is given pursuant to Section 23(b) of this Contract. Upon receipt of that notice, the Contractor shall cease performance of the Contract, place no further orders and enter into no further

subcontracts for materials, labor, services, or facilities which would have been entered into had the Contract not been terminated, and turn over possession of the site to the City, except as follows:

- 1) The Contractor shall take actions necessary for the protection and preservation of the Work, and site, including those actions required by the Contract, except to the extent otherwise directed by the City;
- 2) The Contractor shall erect and leave in place barricades, lights, and other safety devices as are appropriate for the protection of the public, including those devices required by the Contract, except to the extent otherwise directed by the City.

(ii) Upon such termination, the City shall pay the Contractor for all Work performed on site (including all materials located on site) as of the termination date, except to the extent previously paid for. That Work shall be paid in accordance with the unit prices stated in the proposal. If Work has been partially performed (including materials that are partially installed), and such Work is reasonably capable of being completed in accordance with the requirements of the Contract, the City shall pay the portion of the unit price multiplied by the percentage of completion attained for that Work

(iii) If the Contractor had ordered materials before receiving the notice of termination and cannot cancel the order without cost or charge, it shall immediately notify the City of the costs and charges (restocking, penalties, etc.) that the Contractor will be liable for if it refuses or returns the materials and the costs and charges that the Contractor will be liable for if it accepts the materials, and the Contractor will implement the City's decision with respect to whether to refuse, return, or accept those materials. The City shall reimburse the Contractor for the costs and charges that accrue because of the decision, to the extent that the Contractor communicated the nature of those costs and charges to the City before the City made its decision, provided that unit prices stated in the proposal shall control for materials that are accepted. If the City's decision is for the Contractor to accept materials, the City shall become the owner of them upon delivery to the site or at such other place as the City shall specify.

(iv) In case of termination pursuant to this Section 23(b), the City shall pay the Contractor a termination fee of one hundred dollars (\$100.00) in addition to other amounts due pursuant to this Section 23(b).

(v) If the Contractor performs work pursuant to directions given by the City as described in subsection "i" of this Section 23(b) for the protection and preservation of the Work or of the public, the City shall pay the Contractor for such protection and preservation work to the extent that it is greater than the Contractor would have done during or at the end of a work day had the termination notice not been sent.

(vi) Except as stated in this Section 23(b), the Contractor shall not be entitled to any payment from the City because of termination, whether on the basis of overhead, profit, damages, or other economic loss, or otherwise. The Contractor agrees that the City's right to terminate pursuant to this Section 23(b) is entirely discretionary with the City.

SECTION 24 - PROGRESS PAYMENTS.

- A. Payment: Subject to the additional terms set forth herein, the Contractor shall submit a progress payment request to the City which reflects work completed through the 25th day of each month, or other date as agreed upon with the City, for work which meets the standards of quality established under the contract completed during the month. All payment requests must be approved by the City prior to payment. Along with each request for progress payment, the Contractor shall have a certification stating the following, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that: (1) the amounts requested are only for performance in accordance with the specifications and the terms and conditions of the contract, (2) payments to lower-tier Subcontractors and suppliers have been made from previous payments and payment will be made within ten days from the proceeds of this payment, (3) the amount requested does not contain any amounts the Contractor intends to withhold or retain from a lower-tier Subcontractor, and (4) no claim or dispute has arisen since the last request for payment that might involve additional payments from the City for which written notice has not been given to the City.

The Contractor is to provide a completed payment request and certification, with all supporting documentation and schedule updates, to the City on or before the 30th day of the month. The City will advise the contractor within seven (7) days after receipt of the contractor's invoice request of any deficiency that may exist in the request. Such notice to the contractor will extend the due date of any payment due the contractor until the deficiency is corrected and an acceptable payment request has been received. The City will make payment to the contractor within 30 days after receipt of an acceptable payment request meeting the terms of the contract.

In addition, the final payment request will also be supported by the submission of a waiver of lien and final release of claims document. Any request submitted by Contractor without the completed certification and/or the final release form will be rejected. The waiver of lien and final release must be signed by an owner, principal partner, or authorized officer of the Contractor.

- B. Retainage and Other Deductions: Partial payments shall be made as indicated herein. The City shall retain an amount equal to 2.5% of the amount of the monthly earnings until such time as the project is complete. The City may also withhold additional funds in the event that unsatisfactory progress is not being made for prosecution and completion of the work or as outlined in the additional payment withholding section below. The City may also deduct liquidated damages or other amounts as outlined in the contract for late completion of the project. When the work is substantially complete, at the sole discretion of the City, the City may retain from previously retained funds and future progress payments that amount that the City considers adequate for protection of the City and may release to the Contractor any of the remaining retained funds.
- C. Waiver: It is specifically agreed that payment by THE City shall not constitute a waiver of any of the City's rights under the contract documents nor constitute or imply acceptance by the City of any portion of the contractor's work. No amount of the contract sum shall be considered due and payable until all conditions of the contract documents, including but not limited to these paragraphs are satisfied.
- D. Warranty: The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment to the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by an application for payment will have been acquired by the Contractor, or by any other person performing the Work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor. Nothing in the foregoing clause shall relieve the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work.

- E. Billing Format: All payment requests submitted by Contractor shall be based upon the most recent schedule of values or unit price schedule submitted by the Contractor in accordance with the contract documents. The schedule of values or unit price schedule shall allocate the entire contract lump sum among the various portions of the Contractor's work and be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's applications for payment. Applications for payment submitted by the Contractor shall indicate the percentage of completion or the actual measured quantity of each portion of the Contractor's work as of the end of the period covered by the application for payment. The Contractor's requests for progress payments must be correctly prepared and reflect work performed through the 25th of EACH month, or other such date as agreed by the City, and submitted to the City monthly during the construction performance period. The City's determination is final and binding on the Contractor. The payment request shall be submitted to the City on such form and in such format as determined by the City to accurately reflect the contract pay items and amount, work performed previously, work performed this payment request period and work performed to date. Copies of the required format will be made available to the contractor.
- F. Payment Request Meeting and Surveys: Prior to submission of a payment request, the Contractor will meet with the City representative to agree on the progress made, amount to be invoiced, amount of work acceptable performed and measured, and any other payment related issues. Quantity surveys shall be performed as necessary to document the quantities of work performed and the actual construction completed. The Contractor shall conduct any surveys and perform any computations as may be necessary to adequately document the quantities of work that has been performed. Copies of all such surveys and computations shall be provided to the City. The City shall make, or cause to be made, any final computations based on the final surveys performed by the Contractor to document the final work performed and in place per contract requirements.
- G. Payment Withheld: The City may decline to approve an application for payment and may withhold payment in whole or in part, to the extent necessarily reasonable to protect the interests of the City. The City may also decline to approve any applications for payment or, because of subsequently discovered evidence of subsequent inspections which may nullify the whole or any part of any verification of payment previously issued, to such extent as may be necessary in the City's opinion to protect the City from:
- i. Defective Work not remedied;
 - ii. Third party claims filed or reasonable evidence indicating probable filing of such claims.
 - iii. Failure of the Contractor to make payments properly to employees or sub-tiers for labor, materials or equipment, for the unpaid balance of the subcontract sum;
 - iv. Unsatisfactory prosecution of the Work by the Contractor.

In the event the City receives notice of unpaid labor or materials relating to the Contractor's Work, the City may withhold payments in amounts sufficient to protect the City and its surety from claims for unpaid work or materials. When the basis for withholding such payments has been removed, payment shall be made for amounts withheld.

- H. Substantial Completion and Final Payment:
- (1) When the City determines that the Work or a designated portion thereof is approximately 90% complete and ready and available for its intended use, the Contractor shall prepare for submission to the City's, a list of items (Punch List) to be completed or corrected. The City will review such list and make modifications required to complete the Work. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the contract documents. When the City, on the basis of an inspection, determines that the Work is

substantially complete, the City shall establish the Date of Substantial Completion, shall state the responsibilities of the Contractor and shall fix the time within which the Contractor shall complete the items listed therein and forward such documentation to the City. If the Contractor does not complete all the items listed on the Punch List within the fixed time, the City shall have the right to withhold and use the necessary funds, in addition to any Retainage that may have been held, to have such items completed by another party. The Contractor shall bear any additional costs beyond the withheld Retainage amount necessary to complete the Punch List.

- (2) Upon receipt of written notice that the Work is ready for final inspections and acceptance and upon receipt of a final application for payment and reproducible “record or as-built” drawings and all other necessary construction documents, the City will promptly make such inspection and when finding the Work acceptable under the contract documents and the contract fully performed, including completion or correction of the items contained on the Punch List, the City will promptly approve final payment. After final inspection and acceptance of the Work, final payment shall be made in accordance with the Payment Clause referred to in the contract.
- (3) Neither the final payment nor the remaining retained percentage or other withheld funds shall become due until the Contractor submits to the City:
 - i. A release of all claims against the City arising under and by virtue of this contract other than such claims, if any, as may be specifically submitted and certified by the Contractor and expected by the City.
 - ii. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied.
 - iii. If required by the City, other data establishing payment or satisfaction of any such obligations such as receipts, releases and waivers or liens or any other claims arising out of the subcontract, to the extent and in such form as may be designated by the City.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor and the sub-tiers for the Work.

SECTION 25 - EQUAL EMPLOYMENT OPPORTUNITY (EEO).

City Policy: The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and suppliers under City contracts.

SECTION 26 - CORRECTION PERIOD.

The Contractor at its own cost and expense will remedy all defects in workmanship and material which may be discovered within a period of one year after the final completion and acceptance of the Work.

SECTION 27 - EMERGENCY WORK.

The Contractor shall perform emergency Work as required from time to time by the City. (Such Work may include pavement replacement, property or driveway restoration, grading, clean-up, seeding, and mulching.) In such instances, the Engineer shall give the Contractor a written notice of each item of required work or incident. (Each severable part of that Work shall be considered a separate item or incident; e.g., if three driveways must be restored, then the restoration of each driveway will be a separate item or incident.) If the Contractor fails, within seventy-two (72) hours of receipt of that notice, to perform that Work, the City may do or cause some or all of that Work to be done. If the emergency Work is a non-pay item, then the City will charge all costs and expenses of that Work, plus the City's then-current overhead charge, to the Contractor, and deduct those amounts from any money that may be due the Contractor on the next monthly estimate (or

following estimates if the next estimate is insufficient) or the final payment. If the emergency work is a pay item, then the City will charge the costs and expenses of the Work to the work order, plus administrative and overhead charge of one hundred dollars per item of required work or incident, from any money that may be due the Contractor on the next monthly estimate (or following estimates if the next estimate is insufficient) of the final payment.

SECTION 28 - STREET APPURTENANCES.

The City reserves the right to construct, adjust, remove, rebuild, or allow the same to be done by permits, franchise, or orders, any sewers, water or gas mains, service lines, hydrants, valves or valve boxes, conduits, drains, culverts, catch basins, manholes, tracks, poles, driveways or any other street appurtenances, in whole or in part at any time prior to the completion of the Work. The Contractor shall not interfere or place any impediments in the way of those who may be engaged in the work referred to in the preceding sentence that may be done by or allowed by the City, but the City will exercise reasonable care and diligence to have the aforesaid work done in advance of the laying of the pavement. In such cases the Contractor shall not be entitled to damages either for the digging up of the street or the delay. The Contractor shall exercise such supervision of the work specified in this section as they may deem necessary to insure good material and workmanship, in order that they may properly protect themselves from the defects of the finished pavement for which they will be responsible, provided, however, that the Contractor shall be entitled to recover the amount of actual damage sustained by them by reason of injury by the City or Public Utility to such paving, sidewalks, curbing, gutter, or street appurtenances. The actual damages to be recovered by the Contractor shall be for the labor, superintendence, and additional materials required to restore the damaged property to an acceptable condition.

SECTION 29 – NOT USED.

SECTION 30 – PROMPT PAYMENT TO SUBCONTRACTORS.

Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all subcontractors (which term includes sub consultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham. If the Engineer determines that it is appropriate to enforce this subsection:

(a), the City of Durham may withhold the sums estimated by the Engineer to be sufficient to pay this interest from progress or final payments to the Contractor.

(b) Nothing in this section shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the percent retainage specified between the Contractor and the Owner.

(c) The Engineer may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

SECTION 31 – SURVEYS AND LAYOUT OF WORK.

The Contractor shall lay out its work from the City of Durham established base lines and/or control points and/or bench marks indicated on the drawings and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the contract plans and specifications. The Contractor shall also be responsible for maintaining and preserving all stakes, benchmarks, controls and other marks established for the layout of the project. The Contractor shall maintain complete and accurate field notes, sketches, recordings and computations required in establishing the necessary horizontal and vertical control for the project.

All surveys and layout shall be made by personnel of a professional engineering and/or surveying firm that is experienced in the practice of such work. Prior to performing any survey work for the project, the Contractor shall forward information pertaining to the personnel and/or firm performing the survey and layout work to verify that they satisfy the above requirements. All survey data shall be recorded in accordance with accepted industry standards and as approved by the City of Durham. All of the layout data shall be available at all times during the course of the work for ready examination and use by the Contractor and the City of Durham.

Promptly upon completing a layout or survey, the Contractor shall provide a copy of all field notes and other records pertaining to this work to the City of Durham. The notes shall also bear evidence of being performed or reviewed by the professional and/or surveying firm.

SECTION 32 - CONTRACT DOCUMENTS.

All documents, including Instructions to Bidders, all Specifications, City of Durham Water & Sewer Construction Specifications, City of Durham Street Construction Specifications, Proposal, Instructions for Payment, this instrument consisting of 33 numbered sections, Bonds, and Insurance Certificate are hereby made a part of this Contract. This agreement is to be executed in three (3) originals.

SECTION 33 –OTHER RIGHTS – CHOICE OF LAW

- A. The Contract Documents shall not be construed to create a cause of action against Owner and in favor of any person, firm, or corporation, other than Contractor. The Contract Documents shall not be construed to create a cause of action against Engineer and in favor of any person, firm, or corporation, other than Owner. The Contract Documents are not intended to create a defense, except by Contractor, to any cause of action that may be brought by Owner. The recitation of duties, or limitations of duties, in the Contract Documents of Engineer or Engineer's consultants, representatives, and assistants, shall not be construed to reduce Owner's rights against Engineer or to reduce Engineer's duties to Owner. No action or failure to act by Owner shall constitute a waiver of a right except to the extent specifically agreed in writing. If Owner waives a right, that waiver shall not imply other waivers of that right. If liquidated damages are assessable against the Contractor, Owner may, in its discretion, waive the imposition of some or all of the liquidated damages against the Contractor. That waiver shall be valid only if done by a writing signed by the City Manager or an Assistant City Manager, and the waiver must refer specifically to 'liquidated damages. That waiver shall not constitute an extension of the Contract Time.

- B. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations and representations. Except as specifically otherwise provided, the Agreement is not intended to benefit, or to create a cause of action in favor of, any person, firm, or corporation, other than Owner and Contractor. Oral statements by anyone, including Owner's employees, agents, and Engineer, whether made before or after the execution of the Agreement, shall not be binding on Owner and shall not reduce Owner's rights under the Contract Documents.
- C. Choice of Law and Forum: The place of the Project is North Carolina. This Contract shall be deemed made in Durham, North Carolina. This Contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This Paragraph shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Paragraph.

SECTION 34 - CONTRACTOR CERTIFICATION.

The Contractor hereby certifies that it has read each and every clause of the Contract, and fully understands the meaning of the same and agrees that it will comply with all their terms.

SECTION 35 – E-VERIFY REQUIREMENTS.

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

SECTION 36 – IRAN DIVESTMENT ACT CERTIFICATION.

The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not on the Iran List. The Contractor shall not utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, "Contractor" means the person entering into this contract with the City of Durham, and "Iran List" means the Final Divestment List – Iran and the Parent and Subsidiary Guidance List – Iran, both as issued by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

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.

Signature of Contractor _____

IN TESTIMONY WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers..

ATTEST:

CITY OF DURHAM

By: _____

preaudit certificate, if applicable _____

ATTEST:

CONTRACTOR

Secretary

By: _____
Typed or Printed Name of Contractor

Title: _____
_____ PRESIDENT

(Affix Corporate Seal)

Address

PERFORMANCE BOND AND PAYMENT BOND

Date of Contract: _____

Contract Name and Number: _____

Name of Principal (Name of Contractor): _____

Name of Surety: _____

Name and Address of Surety's NC Resident Agent: _____

Contracting Body: CITY OF DURHAM, a North Carolina municipal corporation

Amount of Performance Bond (in words and figures): _____

_____ dollars (\$ _____)

Amount of Payment Bond: same dollar amount as the dollar amount of Performance Bond.

Date of Execution of these Bonds: _____

* * * * *

KNOW ALL PERSONS BY THESE PRESENTS, that we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation,

changes granting extensions of time) and additions to with respect to the Work, scope of work, and specifications.

* * * * *

KNOW ALL PERSONS BY THESE PRESENTS, that we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the Work, scope of work, and specifications.

* * * * *

The Performance Bond and the Payment Bond are being combined here only for purposes of convenience in signing and acknowledging and the obligations of the Principal and of the Surety are the same as if the bonds were on separate documents. Each bond is in the dollar amount stated above, and the amounts of these bonds are not combined. The Surety agrees that both of these bonds are fully binding on it whether or not the Principal executes these bonds. These bonds are given pursuant to Article 3 of Chapter 44A of the NC General Statutes.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument (for both the Performance Bond and the Payment Bond) under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Name of Principal)

ATTEST:

By: _____

_____ Secretary

_____ President

(Affix corporate seal)

(Name of Surety)

(Name of Attorney in fact)

(Affix corporate seal)

(Note: If you use a raised corporate seal, press hard enough to make it legible.)

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ACKNOWLEDGEMENT OF CONTRACTOR'S EXECUTION OF CONTRACT,
PERFORMANCE BOND AND PAYMENT BOND

State of _____ County of _____

I, _____, a notary public for the aforesaid county and state, certify that personally appeared before me this day, and acknowledged that he or she is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing (1) Contract with the City of Durham and (2) Performance Bond and Payment Bond with respect to the Contract, were signed in its name by its _____ President, whose name is _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the _____ day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

ACKNOWLEDGEMENT OF SURETY'S EXECUTION OF
PERFORMANCE BOND AND PAYMENT BOND

State of _____ County of _____

I, _____, a Notary Public for said county and state, certify that _____, personally appeared before me this day and acknowledged that he or she is Attorney in Fact for _____, the Surety named in the foregoing Performance Bond and Payment Bond, in both of which bonds the contracting body is the City of Durham, and that he or she executed said bonds, under the seal of said Surety, on behalf of said Surety.

This the _____ day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

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(ATTACH CERTIFICATES OF INSURANCE)

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(POWER OF ATTORNEY TO BE ATTACHED)

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Reimbursable Sales and Use Tax Statement

Payment Application No. _____

Estimate No. _____

Name of Contractor: _____

Project: _____

1. Type of property purchased *	2. Date property purchased	3. Name of vendor	4. Invoice number	5. Date of invoice	6. N. C. county in which purchased. **	7. Amount of State sales and use taxes paid	8. Amount of local sales and use taxes paid	9. Total of columns 7 & 8

Grand totals of columns 7, 8, & 9 for all pages of this pay application/estimate.			
---	--	--	--

Notes: * If the invoice clearly specifies the property for which tax reimbursement is being requested, you need not list the property on this form.

** In column 6, if not purchased in N. C., write *Not in N.C.*

Add extra pages as needed. Total number of pages, including this page, in this request: _____ . Do not include invoices in that page count. In addition to the pages referred to above, invoices that substantiate this statement are attached.

CERTIFICATION: The undersigned individual certifies (1) he or she is an employee or principal of the Contractor that is filing this form with the City to request reimbursement for N. C. State and local sales and use taxes that the Contractor has paid, (2) all of the properties listed above, and on all pages, if any, added to this page, and designated on the attached invoices, are building materials, supplies, fixtures, and equipment that have become or will become a part of or annexed to a building or structure that is owned or leased by the City of Durham and is being erected, altered, or repaired for use by the City of Durham in the project named above, (3) no tax on scaffolding, tools, equipment repair parts, equipment rentals, forms for concrete, or fuel to operate machinery or equipment is included, and (4) all of the information on this form, and on all pages, if any, added to this page, is true.

signature of individual
Sworn to and subscribed before me, this ____ day of _____, 20 ____.

typed or printed name of individual

022304RW Notary Public

My commission expires:

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Name	Mailing Address	City	State	Zipcode	Gender/ Race ID	Contact	Phone	Fax	CellPhone	Email	Services	Licenses
4J Construction Company, Inc.	333 North Main Street	Dyer	TN	38330	M	Lafayette Johnson	731-692-2526	731-426-2750	731-692-2528	4jinc@bellsouth.net	concrete-placing and finishing, slab, tying steel, sidewalks, foundations, curbs, gutters and mass pour concrete projects	
Abram Construction, Inc.	2828-A Queen City Drive	Charlotte	NC	28208	M	William Abram	704-392-4002	704-392-4081	704-407-7163	abramconstruction@mail.com	concrete; curb and gutter; site grading; storm drain; storm drain structures; clearing; erosion control; site concrete; water and sewer; sidewalks and driveways	
ABTAK of Durham, Inc.	11 Logging Trail	Durham	NC	27707	M	Eli Brown	919-259-0091	866-577-5286	919-259-0091	elib@abtakofdurham.com	general contractor; concrete; landscaping; grading; utilities; carpentry	NC General Contractors License #71930 Limited Building
Affordable Allen's Repair Plumbing	403 Southshore Parkway	Durham	NC	27713	M	Ronnie Allen	919-824-0156		919-824-0156	Ronnie.Allen@hotmail.com	plumbing	NC Plumbing Single Family Residential License #31006
Anthony Peete Electrical Contracting, Inc.	304 Roanoke Dr.	Halifax	NC	27839	M	Anthony Peete	252-536-8497	866-805-6861	252-536-8497	APELECT@msn.com	Electrical Contracting; Network; Fire Alarm; Premises; Data & Communications Wiring	NC Electrical Contractors License Unlimited
ARW Concrete Contracting, LLC	501 W. Williams Street #1496	Apex	NC	27502	W	Wendy Burns	919-267-5124	919-249-1393	919-449-5665	wendyburns@arwraleigh.com	commercial cast in place concrete and reinforcing steel-provide and install	
Atlantic Contracting Co., Inc.	116 Stage Coach Trail	Greensboro	NC	27419	W	Niveen Kattan	336-931-3109	336-931-3108	336-601-1669	info@atlanticcontractinginc.com	Concrete Masonry	NC General Contractors License
Bowden Electrical, Inc.	1451 South Elm-Eugene Street, Suite 2105, Box 82	Greensboro	NC	27406	M	Shantine Bowden, Bobby Bowden	336-987-9059	336-510-2782	336-681-2063	sbowden.bowdenelectrical@yahoo.com	Commercial/industrial electrical installation; up fit and renovations; fire alarm installation; electrical cable and wire; electrical components, parts and accessories; electronic equipment; energy collectig equipment	NC Electrical Contractor License #28348-L
Brikwurx	707 Hancock Street	Durham	NC	27704	M	Everett Clay	919-629-3797		919-248-7992	brikwurx@gmail.com	masonry	City of Durham Privilege
C & J Construction of Charlotte, LLC	3004 Ivywood Lane	Durham	NC	27703	M	Jimmy Smith	919-697-9762		919-697-9762	CNJconstruction@yahoo.com	Concrete slabs" sidewalks; footers, etc. brick and masonry	
C2 Contractors, LLC	405 Banner Avenue	Greensboro	NC	27401	M	Cornelius "CC" Lamberth	336-379-8806	336-379-9184	336-669-4450	cc@c2contractorsllc.com	telecommunications; printer peripherals; general construction; framing; sheet metal; sheetrock; painting; flooring; electrical; HVAC drop ceilings	NC General Contractor's License #64914 Unlimited Building
Capps Construction & Plumbing, Inc.	2852 Buies Creek Road	Angier	NC	27501	W	Debra Capps Dillo	919-639-4060	919-639-0106	919-422-0332	ccpi4u@earthlink.net	Plumbing	NC Plumbing Contractors License #13946
Carrothers Enterprise	40626 B W Road	New London	NC	28127	M	Christopher Carrothers	(704)422-6407	(704)422-6607	(704)984-0145	ccarrothers@windstream.net	Framing, drywall, general trades, demolition, drywall, concrete and masonry.	
Certified Concrete Construction, Inc.	PO Box 91298	Raleigh	NC	27675	W	Joel Sousa	919-781-5575	919-781-5554	919-442-8358	joel@certifiedconcreteconstruction.com	concrete flat work; curb & gutter; sidewalk; concrete paving; dumpster pads; wheelchair ramps; driveways	City of Durham; City of Raleigh; Town of Cary; Town of Chapel Hill
Construction Trade Management, Inc.	6305 Swallow Cove Lane	Raleigh	NC	27614	AS	Barry Kyu	919-341-0688	919-341-4418	919-244-3800	ctm@nc.rr.com	painting; drywall; brick masonry; carpentry; construction	
Coral Home Solutions dba Coral Construction and Design	P.O. Box 628	Carrboro	NC	27510	M	Tiffany Elder	919-627-7843	866-854-4717	919-260-2507	info@coralbuilt.com	general contracting; construction; plumbing; electrical; HVAC; roofing; masonry; drywall; painting; flooring; demolition; concrete	NC General Contractor's License #58672 Limited Building
Core Master, LLC	PO Box 8946	Rocky Mount	NC	27804	M	Lisa Gonzalez	252-451-5661	252-451-5662	252-205-3386	info@coremasterusa.com	concrete core drilling; concrete cutting; floor/wall/hand sawing; controlled demolition	
Cruz Brothers Concrete, Inc.	1572 Payne Road, #75	Graham	NC	27253	H	Maria I. Cruz	336-376-0787	336-376-1115	336-516-5764	ines@cruzbro.com	Concrete-curb & gutter, sidewalks, slabs, driveways	City of Durham Business
D. Washington Group LLC	411 E. Chapel Hill Street, Suite 906	Durham	NC	27587	M	Dewayne Washington	919-794-5948	919-794-5721	919-8167356	dewayne@dwashingtongroup.com	General Contractor; concrete; masonry; demolition; carpentry; gypsum board systems	General Contractor's License #69829
David Hinton Construction Co., Inc.	P.O. Box 471	Middlesex	NC	27557	M	David Hinton	919-284-5493	919-284-9152	919-868-5874	dhconstr@nc.rr.com	curb & gutter; sidewalks; slab work; concrete	
Davidson Construction, LLC	208 Gibson Lane	Clayton	NC	27520	M	Tony Small	919-550-3485	919-550-3485	919-868-7771	davidsonbldg@aol.com	concrete; demolition; sheetrock; metal studs; construction	NC General Contracting #63308 Limited Building
Done Right the First Time Contractors	5021 Robinwood Road	Durham	NC	27713	M	Troy White	919-824-3325		919-824-3325	twhite2714@nc.rr.com	construction services-concrete; painting; drywall; plumbing; electrical; framing; finishing	NC General Contractor's License #69797
Double R Concrete Finishing	6917 Windover Drive	Durham	NC	27712	M	Randy Williams	919-477-3009	919-477-3009	919-624-3009	btar4@aol.com	grading; hauling; concrete placement: grading, forming, pouring and finishing	City of Durham Privilege
Encompass Supply	1404 N. Sycamore Street	Arlington	VA	22205	M	Rudolph Burwell	(703)732-6341	(703)707-7849	(703)732-6341	rburwell@encompasssupply.net	Electrical Supply	
ETC Contractors, LLC	3829 Opportunity Lane	Raleigh	NC	27603	H	Liz Esteves	919-772-4114	919-772-4174	919-697-1299	liz@etccontractors.com	concrete-sidewalks, paving, footings; masonry-block and brick	
FM Supplies	3760 High Point Rd.	Winston-Salem	NC	27107	M	Fassil Mitiku	336-391-8653	336-788-7455	336-391-8653	fmitiku@nc.rr.com	HVAC; Furnish heating, ventilating, air condition, plumbing, fixtures, equipment, piping and piping devices	City of Winston-Salem

GP Supply	501 East Washington Street	Greensboro	NC	27401	M	Antonio Wallace	(336)544-8080		(704)577-3530	awallace@gpsupplycompany.com	Supplier of commercial plumbing and industrisl supplies: pipe, valves, fittings, pumps, solar panels and commercial plumbing fixtures.	
Graymac Electric Supply, Inc.	234 Industrial Way Drive	Kernersville	NC	27284	M	Grady McRae	336-993-3563	336-993-3963		graymacelectric@yahoo.com	electrical supplies	
Hine Sitework, Inc.	PO Box 1275	Goldsboro, NC	NC	27533	W	Ann Hine	919-736-8990	919-736-8886	919-738-2972	ann@hinesitework.com	demolition; grading; paving; concrete; erosion control;clearing&grubbing; water& sewer curb&gutter;storm drainage	NC General Contracting#52225 Unlimited:Highway, PU (Water & Sewer)
Hoggard Electric Co., LLC	PO Box 28	Durham	NC	27702-0028	M	Timothy Hoggard	919-423-8231	919-477-5480	919-423-8231	tim@hoggardelectric.com	Electrical	State of NC License # 25461-L
HomeRun Construction,Inc.	P O Box 7181	Greenville	NC	27834	M	Rosa Burney	252-752-1800	252-752-4344	252-917-2442	rburney@suddenlink.net	general construction; roofing; concrete; paving; HVAC; plumbing; electrical; site work; drywall; painting; demolition	NC General Contractor's License#55248
Honducom Concrete, Inc.	P O Box 14968	Raleigh	NC	27620	H	Ramon Suazo	919-662-0388	919-662-0390	919-796-7148	rsuazo@honducomconcrete.net	concrete construction-commercial, residential and industrial	
Hughes Masonry	P O Box 61534	Durham	NC	27715	M	Billy Hughes	919-201-2498		919-201-2498	bhughes.masonry@yahoo.com	masonry; brick; stone work; pressure washing;concrete	City of Durham Privilege License
ICORE Service Company, LLC	4216-A Queen Beth Drive	Greensboro	NC	27405	M	Cornelius Lamberth	336-274-2394	336-617-8253	336-362-1646	corneliuslamberth@hotmail.com	Framing, Ceilings, Concrete (Flat), Doors and Hardware	NC General Contractor's License - Building, Limited
IQ Contracting, LLC	PO Box 6069	Raleigh	NC	27628	H	Robert A. Nunez	919-832-5111	919-832-4111		rnunez@iqcontracting.net	Concrete Construction and Concrete Repair	City of Raleigh Privilege License
JACS NC, LLC	4724 Hargrove Road, Suite 180	Raleigh	NC	27616	M	John Leaston	919-615-1618	919-615-1619	919-522-3059	jleaston@jacsncl.com	General Contractor; concrete; framing; roofing; sheetrock; carpentry; excavation and foundation; brick and block work; landscaping	NC General Contractor's License#72909
JAM Construction, LLC	P O Box 16255	Durham	NC	27704	H	Jesus Alvarez	919-724-8469	919-908-6619	919-724-8469	Jam.cons@yahoo.com	sheetrock; painting; flooring; masonry; concrete	City of Durham Business
Johnson Electrical Services	70 Adler Court	Franklinton	NC	27525	M	Brian Johnson	(919)-728-8018		919-457-7277	staywired@yahoo.com	Electrical	NC Electrical Contractor License # 28471-L
Jordan Plumbing and Piping, LLC	811 9th Street,Suite 120 #197	Durham	NC	27572	M	Jeffery Jordan	919-471-6229	919-471-2229	919-600-8741	jordanplumbing@aol.com	plumbing,installationand repairs for commercial/residential	City of Durham Business
LaCayo Concrete Flatwork, Inc.	246 River Trace Drive	Rougemont	NC	27572	H	Ernest LaCayo	919-370-0628	336-364-1643	919-370-0628	LCF@Flatwork.com	concrete; curb & gutter; sidewalk; Handicap ramps; driveways; concrete paving; saw cut concrete	City of Durham Privilege
Lanier Construction Company, Inc.	1505 Browntown Road	Snow Hill	NC	28580	M	Sherba Lanier	252-747-8124	252-747-4337	252-286-6736	sherba@lanierconstruction.com	Curb & Gutter, Concrete, Grading and Excavation, Road Construcion,clearing and grubbing; General construction; Manhole and Valve box,Bridge and Box culverts	NC General Contractor's License Unlimited Classification: Building; Highway; PU (Water Line & Sewer)
Martinez Company, Inc.	3680 Guess Road	Durham	NC	27705	H	Ketih Brown	919-402-6846	336-282-7600	919-724-2611	luis342@bellsouth.net	demolition; concrete cutting/repair/placement/slabs/sidewalks;waterproofing; grouting; caulking; sealers; sandblasting; pressure washing; erection of prsut; natural stone	NC General Contractor's License#68806 Unlimited Building
Mason Builders, LLC	P O Box 1068	Gaston	NC	27832	M	Bernard Mason	252-535-0993	919-800-3947	252-578-2329	Bernard@masonbuilders.org	building construction; electrical contractor; HVAC construction; masonry; tiling; framing; painting;drywall; flooring; concrete; design/build construction; architectural	NC General Contractor's License#39316 Unlimited Building; VA Class A Contractor's License#2705
Mayo's Masonry, Inc.	120 South Hoover Road	Durham	NC	27703	M	Telma Evans; Phillip Mayo	919-806-9116	919-237-3105	919-730-5053	drtelmalyns13@aol.com	Concrete/Masonry/Framing/Hauling	City of Durham Business
McClure and Associates Construction, Inc.	6201 Remington Lake Drive	Raleigh	NC	27616	W	Lesle McClure	919-878-8006	919-878-7992	919-868-3649	Lesle@mcclurebuilders.com	new commercial and residential construction; commercial and residential renovation/rehab; painting; grading; demolition; drywall; concrete; framing; roofing; metal roofing;	NC General Contractors License#42632 Unlimited Building
National Electrical Company	11775Airport Park Drive	Orlando	FL	27519	AS	Dhanraj (Danny) Interdeo	407-859-0578	407-859-0679	407-600-4788		electrical contracting	NC Electrical Contractor License#30736-U
Nichols and Son Electric, Inc.	5103 Hadrian Drive	Durham	NC	27703	M	Kevin Nichols	919-740-3458		919-740-3458	k7777nichols@yahoo.com	commercial electrical installation	NC Board of Electrical Contractors License#2245-L
Plumbing & Pipe Technologies, Inc.dba Pipe Techs Plumbing Pro-Site Services, LLC	1600 Mt. Herman Road	Raleigh	NC	27617	AI	Dale Nichols	919-293-1221	919-293-1234	919-278-8450	pptplumbing@yahoo.com	Plumbing	NC Plumbing,Heating & Fire Sprinkler contractors#15025
	P O Box 1491	Durham	NC	27702	M	Ronald Williams	919-730-8110		919-730-8110	ron@prositeservices.net	Concrete, Grading	City of Durham Business License
Ralph Bullock Properties, LLC	806 Bluestone Road	Durham	NC	27713	M	Ralph Bullock	(919)699-9687			rbullock05@nc.rr.com	general construction; highway, water and sewer utilities; Concrete, Demolition,Drywall,metal studs;	
Rasool Electrical and Construction	2612 Elmhurst Circle	Raleigh	NC	27610	M	Muhammad Rafi	919-272-3424	919-896-6588	919-271-4490	rasoolelectricconstruction@gmail.com	electrical and general contracting	North Carolina Electrical Contractor's License#16507-U
RDU Paving, Inc.	5415 Fayetteville Road,Suite B	Raleigh	NC	27603	W	Jeanette Lundholm	919-329-7300	919-329-7301	919-625-2832	sales@rdupaving.com	asphalt grading and paving; new pavement construction/repair; striping; small concrete repair	NC General Contractor's License#62537
Reddrick Masonry	701 Felicia Street	Durham	NC	27704	M	Rueben Redrick	919-477-8297	919-620-0721	919-730-0983	reddrickmasonry@aol.com	hardscape brick paving; concrete; curbs; gutters; masonry; walk ways	City of Durham Privilege
Skyrock Construction, LLC	1000-A Old Milburnie Road	Raleigh	NC	27604	M	Nana Manso	919-266-2446	919-266-9096	919-745-7941	nmanso@skyrockconstructionllc.com	concrete; retaining walls; all flat works; concrete construction	NC General Contractor's License#68111

Southern Garden, Inc.	P O Box 808	Apex	NC	27502	W	Connie Joyce	919-362-1050	919-363-9222	919-669-0110	connie@southerngardeninc.com	Landscaping; Landscape Installation/ Maintenance; irrigation, seed & mulch; NC Pest Control Applicator; brick & unit pavers, light masonry; water features; playground equipment; parks; site furnishings & amenities; retaining walls; wetland plantings.	City of Durham Privilege License;NC Landscape Contractor #1049;NC Ground Pesticide Application
Stay Alert Safety Services, Inc.	PO Box 467	Kernersville	NC	27284	W	Melissa Babcock	336-993-2828-TollFree-866-897-2828	336-993-9029		mbabcock@stayalertsafety.com	traffic control safety products(sales & rental), sign installation, traffic control plans	
Structure Building Company, Inc.	P O Box13503	Durham	NC	27709	M	Jonathan Farrar	919-730-6821	919-682-5177	919-730-6821	jfarrar@structurebuildingcompanyus.com	consulting; general contractor; construction management; roofing; painting; cabinetry; wood and metal framing; concrete flat work	NC General Contractor's License#47994 Unlimited Building
Summa General Contractors, LLC	108 Preston Pine Drive	Cary	NC	27513	H	Alphonso J. Vergara	(919)215-8068			summagc@gmail.com	General Contracting; Concrete, Masonry and Drywall	State of NCF General Contractors License # 64373
Sure Power Electric, Inc.	7810 Grand Lillie Drive	Durham	NC	27712	M	Justin E. Jenkins	(919)452-2370	(919)479-1052		justinejenkins2003@yahoo.com	Electrical	City of Durham Business License, City of Raleigh Business License, NC Electrical Contractors Lic. 25
The Daniele Company, LLC	P. O. Box 1228	Durham	NC	27702	M	Gloria Shealey	919-682-6700	919-682-6711		gcshealey@thedanieleco.com	General Contracting, Construction Management, Electrical Supply	NC General Contractor's License - Building, Limited #57878
U & L Contractors,LLC	5621 Departure Drive	Raleigh	NC	27616	H	Donna Aguilar	919-427-4055		919-427-4055	admin@uandlcontractorsllc.com	construction; masonry contractor	City of Raleigh Business
W. E. Garrison Company, Inc.	5820 Fayetteville Rd.	Raleigh	NC	27603	W	Colleen B. Garrison	919-772-4144	919-772-4860	919-306-6158	colleeng@wegarrison.com	Hauling; Clearing; Grading; Concrete Curb & Gutter & Flatwork; Field Engineering; Demolition; Grubbing; Storm Drainage	NC Professional Engineering License #3503

CONTRACT AND PROJECT MANAGEMENT SYSTEM - REQUIREMENTS AND WORKFLOW

Software Overview and Computer Requirements

The Contract will make extensive use of the Primavera Contract and Project Management system. The system consists of three internet browser based tools, namely;

- 1) *Primavera Contract Manager* for Contract Management,
- 2) *Primavera P6 Project Scheduler* for Project Management, and
- 3) PDRx for daily reports.

The Contractor will be supplied with website addresses for all three tools as well as login credentials to access the site. The Contractor is required to utilize all three internet based tools as described in this section, and other relevant sections of the Contract Specifications. It is highly encouraged that Contractors not already familiar with the Primavera interface visit the web site www.primavera.com prior to bidding. City Staff will provide training to the contractor awarded the project only for PDRx.

The Contractor is responsible for providing their own computers and securing internet access as well as any and all necessary peripherals for this use. The computers shall have Windows XP Service Pack 2, installed as an operating system, along with Windows Internet Explorer Version 7 browser for web access. The *Primavera Contract Manager* and *P6* applications are accessed through the web browser using Java run-time plug-in technologies. The Java plug-in is automatically downloaded and installed during initial web browser access to the software. This process requires "Administrative" privileges on the computer, and the Contractor shall be responsible for this entire process. It is suggested that the broadband connection speed be approximately 1.5 Mbps to allow for responsive data transfer to/from the City network. It is suggested that the computer's operating system be maintained with updates throughout the Contract duration.

City staff will be available for technical advice. However, the City staff will not operate, install, or troubleshoot any of the Contractor's hardware or software issues. The Contractor is solely responsible for the functionality of their computer systems. The City will accept no liabilities arising from the Contractor's use of the *Contract Manager*, *P6 Project Scheduler*, and PDRx.

Project Schedule

Upon award of the Contract, the Contractor will receive a Notice to Proceed to develop a comprehensive *P6* Schedule. Subsequent to completion and City approval of the *P6* Schedule, the Contractor will receive a Notice to Proceed for Construction. No site work shall commence without receiving the Notice to Proceed for Construction from the City.

The Contractor is responsible for the creation and periodic updates to the *P6* Schedule as determined by the City at the time of the pre-construction meeting. Twenty percent of mobilization is paid for the maintenance of the project schedule and timely submission of PDRx daily reports.

Contract Manager & PDRx Setup

A single project shall be established in *Contract Manager* and PDRx for the Contract. The project shall have a schedule of values containing the Contractor's quantity estimate for each pay item in the bid proposal along with the Contract unit price. This will establish a budget for the Contract.

The City staff has developed software which will allow the data described in the paragraph above to be batch loaded into *Contract Manager* and PDRx via Microsoft Excel spreadsheets to streamline data entry into the *Contract Manager* and PDRx graphical user interface (GUI). City staff will batch load the project data into *Contract Manager* and PDRx. The Contractor will be responsible to check and verify the data once it is in *Contract Manager* and PDRx, and alert City staff of any cleanup of the data that may be necessary.

City staff will provide training to the successful bidder on the use of PDRx.

Daily Report Work Flow, Review and Approval Process

Once all of the software setup in the paragraphs above is complete and the Contractor has been issued a Notice to Proceed for Construction, the daily report work flow process can begin. The Contractor is responsible for logging daily reports into PDRx on the next business day following the work performed.

Once the Contractor has created a daily report the City Inspector assigned to the project will review the daily report the following business day and either approve it if satisfactory, or send the daily report back to the

Contractor with notes indicating the areas of disagreement. The Contractor and City Inspector shall work together to come to an agreement on the daily report so that it can be approved prior to the payment process described below. Once a daily report is approved the quantities are automatically sent from PDRx to Contract Manager.

The Contractor shall use the “Telephone Logs” module in *Contract Manager* to document important phone calls pertaining to project activities. The Contractor shall use the “Attachments” feature in the Daily Report module to electronically attach any pertinent documents, drawings, or photos (i.e., asphalt tickets or stone tickets).

Payment Requisition Process

All payment requisition(s) shall be prepared using the *Contract Manager* internet browser based tool. As each payment requisition is generated, the *Contract Manager* will automatically pull-in the quantities from (each of) the daily reports for the period that the requisition is being prepared for. It is important that the daily reports are entered correctly and approved on a timely basis to avoid delay in the payment requisition process. Payment requisitions will not be approved unless they are created using this process.

City staff will generate the payment requisition and send to the contractor for review and approval. Once the *Contract Manager* payment requisition(s) for the project(s) worked on during a billing period are approved, the Contractor shall print the AIA form(s) from *Contract Manager*. The Contractor shall summarize them into a 702 cover sheet, and incorporate all of the forms into the payment request package which includes other the forms and certificates as described in these contract documents.

Issues, Shop Drawings, Photographs and Project Correspondence

Contract Manager shall serve as the repository and clearing center for all digital correspondence generated during this project. *Contract Manager* has electronic logs for issues, shop drawings, photographs, project correspondence and e-mail. The *Contract Manager* software allows for the “ball-in-court” to be set on items which need to move back and forth for discussion and resolution prior to approval. The Contractor, and City Inspectors and staff, shall use these features for all correspondence generated on this Contract.