



**COUNTY OF CURRITUCK  
ADVERTISEMENT FOR BIDS**

**SLUDGE REMOVAL AND LAND APPLICATION FOR  
DETENTION CENTER SEWER LAGOON**

**Date of Issue: November 13, 2020**

The County of Currituck, North Carolina (“County”) requests bids for sludge removal and land application for the Currituck County Detention Center sewer lagoon located behind the Currituck County Mainland Water Treatment Plant at 444 Maple Road, Maple, NC 27956.

Bids will be received until **4:00 p.m** on **Friday, December 4, 2020**. Bids received after this deadline will not be accepted.

A Pre-bid meeting will be at 2:00 p.m. on November 19, 2020 at the Detention Center sewer lagoon located behind the Mainland Water Treatment Plant at 444 Maple Road, Maple, NC 27956). Attendance is not required.

Contract documents are available on the Currituck County ‘Bids & RFPs’ website:

<https://co.currituck.nc.us/bids-rfp/>

or from:

Currituck County Engineering Department  
Nick Ingold, Engineer Technician  
Office: (252) 232-6048

Email: [Nick.Ingold@CurrituckCountyNC.gov](mailto:Nick.Ingold@CurrituckCountyNC.gov)

Upon award and contract execution, construction is anticipated to begin in January 2021. Duration of construction is 14 days.

This is an informal bid. Bids will not be opened publicly and read aloud. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids.

**COUNTY OF CURRITUCK**  
**Instructions to Bidders**

**SLUDGE REMOVAL AND LAND APPLICATION FOR  
DETENTION CENTER SEWER LAGOON**  
**Date of Issue: November 13, 2020**

**1.0 Submission of Bids**

Bids will be received until **4:00 p.m** on **Friday, December 4, 2020**.

Bids submitted shall include the following items:

- (1) One copy of General Contractors License
- (2) One copy of Bid Form

All bids must be made on the required Bid Form. The Bid Form must be fully completed and executed when submitted.

Bids must be marked “Sludge Removal and Land Application for Detention Center Sewer Lagoon” and may be submitted by (in order of preference): email, hand-delivery, mail, or fax to:

Currituck County Engineering Department  
Attention: Nick Ingold, Engineer Technician  
Email: [Nick.Ingold@CurrituckCountyNC.gov](mailto:Nick.Ingold@CurrituckCountyNC.gov)  
Hand-Delivery: 145 Courthouse Road, Currituck, NC 27929  
Mailed: 153 Courthouse Road, Suite 302, Currituck, NC 27929  
Fax: (252) 232-3298

Any bid received after the time and date specified shall not be considered. It is the Contractors responsibility to verify receipt of any bids submitted to the County prior to the deadline. The County may waive any informalities or minor defects or reject any or all bids.

This is an informal bid. Bids will not be publicly opened and read aloud. No Bidder may withdraw a bid within 5 days after the actual date of the opening thereof.

Award will be made to the lowest responsive, responsible bidder.

**2.0 Pre-Bid Meeting**

A Pre-bid meeting will be at 2:00 p.m. on November 19, 2020 at the Detention Center sewer lagoon located behind the Mainland Water Treatment Plant at 444 Maple Road, Maple, NC 27956. Attendance is not required

### **3.0 Questions**

Written questions and requests for clarification shall be submitted via e-mail to Nick Ingold at [Nick.Ingold@CurrituckCountyNC.gov](mailto:Nick.Ingold@CurrituckCountyNC.gov) no later than **5:00 pm on November 24, 2020**. All questions requiring additional information will be responded in an addendum no later than December 1, 2020. All addenda shall become part of the Contract Documents.

### **4.0 Additional Instructions**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site, understanding the scope of work, specifications, plans, and for reading and being thoroughly familiar with the Bid Documents.

Contractor awarded the project will be required to:

- Execute Agreement included herein;
- Provide a form W-9; and
- Provide Certificate of Insurance verifying required insurance described in General Terms and Conditions.

## Scope of Work

### **SLUDGE REMOVAL AND LAND APPLICATION FOR DETENTION CENTER SEWER LAGOON**

**Date of Issue: November 13, 2020**

- 1) Removal of approximately 3,600 cubic yards of sludge material from existing lagoon
  - Sludge material consist of water, wastewater sludge, and natural decomposing organics (leaves, pine needles, weeds, grass).
    - Depth of sludge material: 42 inches (as of 11/06/2020).
  - Sludge material may be pumped or hauled out of lagoon.
  - Use of heavy equipment and vehicles in or around lagoon is authorized.
  - Deconstruction of existing fence and berm may be authorized to gain better and safer access to sludge material.
    - All deconstructed berm material shall be stockpiled on site and shall not be disposed.
  - A bed liner exists between the sludge material and soil within the lagoon
  - Site around lagoon must be restored to its original condition following completion of work.
  
- 2) Land application of removed sludge material
  - All sludge material removed from existing lagoon shall be land-applied in the designated areas.
    - Designated areas are generally cleared sections in the location of the abandon spray field.
    - Abandon spray field equipment and material (pipes, nozzles, wood posts) may be present above and below ground.
  - Sludge material shall not be placed or stored anywhere else other than the designated area.
  - Land application of sludge material shall be spread evenly and tilled into the ground.
    - Tilling is the evenly mixture of the sludge material with the existing soil.
  - Lime application is not required.
  - Pathway to and from the designated land application area shall be restored to its original condition following completion of work.

**Bid Form**

**SLUDGE REMOVAL AND LAND APPLICATION FOR  
DETENTION CENTER SEWER LAGOON**

**Date Issued: November 13, 2020**

**Bids Due: 4:00 p.m on Friday, December 4, 2020.**

The bid items shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

The bid item price shall include labor, materials, overhead, tools, equipment, transportation, profit, insurance, taxes, site repair, clean-up and all other incidentals to cover the finished work.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of five (5) calendar days after the scheduled closing time for receiving bids.

Award will be made to the lowest responsive, responsible bidder.

The undersigned has carefully examined the scope of work and requirements and hereby declares that he/she will complete the project in the manner prescribed in the specifications and for the following lump sum price:

**ITEM 1: REMOVAL OF SLUDGE MATERIAL**

(Lump Sum) \$ \_\_\_\_\_

\_\_\_\_\_  
*Write out total dollar amount in words*

**ITEM 2: LAND APPLICATION OF SLUDGE MATERIAL**

(Lump Sum) \$ \_\_\_\_\_

\_\_\_\_\_  
*Write out total dollar amount in words*

**TOTAL BID AMOUNT (Sum of Item 1 and 2)**

\$ \_\_\_\_\_

\_\_\_\_\_  
*Write out total dollar amount in words*

Bidder has examined all Bid Documents and the following Addenda, receipt of which is hereby acknowledged:

Addendum Date:

Addendum Number:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Contractors Licenses Number

\_\_\_\_\_  
Signature of Authorized Representative / Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

**NORTH CAROLINA  
CURRITUCK COUNTY**

**AGREEMENT FOR SLUDGE REMOVAL AND LAND APPLICATION FOR  
DETENTION CENTER LAGOON**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Owner") and \_\_\_\_\_, a North Carolina \_\_\_\_\_ existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

**WHEREAS**, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina and Currituck County, North Carolina Purchasing Policy the County requested bids for the Sludge Removal and Land Application for Detention Center Sewer Lagoon; and

**WHEREAS**, Contractor submitted the lowest responsive, responsible bid consistent with the Owner's needs; and

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) Scope of Work, (3) Plans, (4) Advertisement for Bids by Currituck County issued \_\_\_\_\_, 2020, and (5) Contractor's Bid Form due \_\_\_\_\_, 2020. This procurement is governed by Chapter 143, Article 8 of the General Statutes of North Carolina and Currituck County, North Carolina Purchasing Policy. All terms and conditions of statutes, policies and procedures are hereby adopted and incorporated by reference herein.
2. **Contract Term.** The Agreement shall be for a period of 14 consecutive days from the issuance of the Notice to Proceed.
3. **Contract Cost.** The Agreement shall be for a lump sum bid of \_\_\_\_\_ (\$\_\_\_\_\_).
4. **Changes to Agreement.** This Agreement and its references constitute the entire contract and understanding between the parties with respect to the matters contained herein. The contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or

written, relating to the subject matter hereof. This contract may be modified, amended or extended only by a written instrument executed by both parties.

5. **Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed within 90 days of the Notice to Proceed. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 per day for each day that expires after the 90 day completion period.
6. **Termination.** This Agreement may be terminated by either party at any time upon 15 days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.
7. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:

Ben Stikeleather, County Manager  
County of Currituck  
153 Courthouse Road, Suite 204  
Currituck, NC 27929

Notice to Contractor shall be made to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all Owner's requirements in the General Terms and Conditions.
9. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.



10. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
11. **Indemnity.** The Contractor agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Contractor to indemnify the Owner to the fullest extent permitted under North Carolina law.

The Owner agrees to indemnify and hold harmless the Contractor from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Owner except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Owner to indemnify the Contractor to the fullest extent permitted under North Carolina law.

12. **Miscellaneous.** This Contract shall be governed by the laws of the State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Currituck County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

Attest

County of Currituck

\_\_\_\_\_  
Leeann Walton  
Clerk to the Board

\_\_\_\_\_  
Ben Stikeleather  
County Manager

[COUNTY SEAL]

[Contractor]

By:\_\_\_\_\_

Print Name and Title:

\_\_\_\_\_

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

\_\_\_\_\_  
Sandra Hill  
Finance Officer

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents and specifications and has visited the site of the Work and has satisfied Contractor relative to the Work to be performed. The Contractor agrees to accept the premises in their present condition and agrees to make no additional demands on the County for bringing the premises up to the standards of the specifications.

### 2. DEFINITIONS

**Owner:** "Owner" shall mean, the County of Currituck, North Carolina.

**Contractor:** "Contractor" shall mean the entity that will provide the services to the Owner.

**Contract Documents:** "Contract Documents" shall consist of the Notice to Bidders; General Terms and Conditions of the Contract; special conditions if applicable; the drawings and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. All of these items together form the contract.

### 3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Owner, the Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents, and shall become a part thereof.

### 4. AS-BUILT MARKED-UP CONSTRUCTION DOCUMENTS

Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit

construction drawings and specifications set with notation “No Changes.” The Owner must receive “As-built” marked-up construction drawings and specifications before the final pay request can be processed.

## **5. WORKING DRAWINGS AND SPECIFICATIONS AT THE SITE**

The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for Contractor’s work including all shop drawings. Such drawings and specifications shall be available for use by the Owner or his authorized representative.

The Contractor shall maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the Contractor and submitted to the Owner upon project completion and no later than 30 days after acceptance of the project.

## **6. MATERIALS, EQUIPMENT AND EMPLOYEES**

- a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of Contractor’s work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. No changes shall be made in the Work except upon written approval and change order of the Owner.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer’s name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

- e. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.
- f. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g. The Contractor shall cooperate with the Owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project, and exercise the appropriate quality control program to ensure compliance with the project drawings and specifications. The Owner is responsible for determining compliance with the drawings and specifications.

## **7. CODES, PERMITS AND INSPECTIONS**

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, Contractor shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, Contractor shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

## **8. PROTECTION OF WORK, PROPERTY, THE PUBLIC SAFETY REQUIREMENTS**

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. Contractor shall be responsible for any damage to the Owner's property or that of others on the job, by Contractor, Contractor's personnel or subcontractors, and shall make good such damages. Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.

- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.

- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and Contractor shall maintain all protective devices and signs throughout the progress of the work.

## **9. SUBCONTRACTS AND SUBCONTRACTORS**

The Contractor is, and remains fully responsible for, its own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

## **10. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS**

The Contractor agrees that the terms of these Contract Documents shall apply equally to a Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified.

## **11. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST**

- a. The Owner may have changes made in the work covered by the contract. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the Contractor except upon receipt of approved change order from the Owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the Contractor be denied by the Owner, the Contractor may pursue his claim in accordance with G.S. 143-135.3.

- c. In determining the values of changes, either additive or deductive, Contractors are restricted to the use of the following methods:
  - 1) Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor and Owner, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
  - 2) The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), Contractors subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of its 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs.; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  - 1) The actual costs of materials and supplies incorporated or consumed as part of the work;
  - 2) The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.

- 3) The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
- 4) The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
- 5) The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the work.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined above.
- g. Change orders shall be submitted by the Contractor in writing to the Owner for review and approval. The Contractor will provide such proposal and supporting data in suitable format. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim.
- h. A Change Order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work
- i. If, during the progress of the work, the Owner requests a Change Order and the Contractor's terms are unacceptable, the Owner, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Owner, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a Change Order will be prepared



with allowances for overhead and profit per paragraph d. above and “net cost” and “cost” per paragraph e. above. Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the Change Order.

## **12. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor’s services and work at Owner’s convenience, after notification to the Contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as approved by Owner; (3) plus ten percent (10%) of the cost of the balance of the work to be completed for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

## **13. OWNER’S RIGHT TO DO WORK**

If, during the progress of the work, the Contractor fails to prosecute the work properly or to perform any provision of the contract, the Owner, after seven (7) days' written notice sent by certified mail, return receipt requested, to the Contractor, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Contractor, such action and cost of same having been first approved by the designer. Should the cost of such action of the Owner exceed the amount due or to become due the Contractor, then the Contractor shall be liable for and shall pay to the Owner the amount of said excess.

## **14. REQUESTS FOR PAYMENT**

Requests for payment will be submitted by the Contractor to the Currituck County Engineering Department. Requests may not be submitted for work that is not yet complete.

Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up “as-built” drawings and specifications and final pay request.

## **15. MINIMUM INSURANCE REQUIREMENTS**

The Contractor shall not commence work until he has obtained all required insurance and verifying certificates of insurance have been approved by the Owner.

These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and/or Owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

- a. Worker's Compensation and Employer's Liability. The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.
- b. Commercial General Liability Insurance. Combined single limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Commercial Automobile Liability. Combined single limit no less than \$1,000,000. Coverage shall include liability for owned, non-owned, and hired automobiles.
- d. Additional Insured. Contractor agrees to endorse the County as Additional Insured on Commercial General Liability and Commercial Automobile Liability.
  - e. Certificate Holder. Certificate Holder shall be listed as: County of Currituck, 153 Courthouse Road, Currituck, NC 27929.

## **16. CLEANING AND RESTORATION OF SITE**

The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by the Owner.

At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state.

## **17. GUARANTEE**

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period

Additionally, the Owner may bring an action for latent defects caused by the negligence of the Contractor, which is hidden or not readily apparent to the Owner at the time of final acceptance, in accordance with applicable law.

## **18. TAXES**

North Carolina Sales Taxes and Use Tax do apply to materials entering into the Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into the Work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

## **19. EQUAL OPPORTUNITY CLAUSE**

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.