



SEWER CIPP LINING CONTRACT – SPRING 2026

**PROJECT NO. 2026-001
BID NO. 2701**

ENGINEERING DEPARTMENT
635 ALFRED BROWN JR COURT SW, POST OFFICE BOX 308
CONCORD, NORTH CAROLINA 28026-0308

TABLE OF CONTENTS

Section	Page No.
Invitation to bid.....	3
Instruction to bidders	5
Standard Form Construction Contract	Contract-1
Exhibit A: BID FORM WITH UNIT PRICE SCHEDULE	A-1
Exhibit B: NASSCO SPECIFICATIONS FOR CURED-IN-PLACE PIPE (CIPP) & NASSCO SPECIFICATIONS FOR MANHOLES REHABILITATION.....	B-1
Exhibit C: LIST OF SEWER LINE SECTIONS FOR CIPP AND MANHOLES FOR REHABILITATION	C-1
Exhibit D: MAPS.....	D-1
Exhibit E: GENERAL CONDITIONS	E-1
Exhibit F: STANDARD FORM OF PERFORMANCE BOND	F-1
Exhibit G TAX FORM(S)	H-1
Exhibit H: CERTIFICATE OF INSURANCE.....	I-1

January 16, 2026

INVITATION TO BID
SEWER CIPP LINING CONTRACT – SPRING 2026

Sealed Bids will be received by The City of Concord Engineering Division in Conference Room C, Alfred M. Brown Utilities Complex, 635 Alfred Brown Jr. Court SW, Concord, North Carolina 28026 until **11:00 AM** local time, February 19, 2026, for the City's 2026 Sewer CIPP Lining Contract.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed Work is generally described as follows:

Multiple mainline sewer lines and manholes within the City's wastewater collection system require rehabilitation. To minimize disturbances caused by excavation, these identified lines will be subject to cured-in-place pipe (CIPP) lining for the sewer main lines and cementitious rehabilitation for the specified manholes, with quantities shown below.

SEWER CURED-IN-PLACE PIPE (CIPP) LINING CONTRACT – SPRING 2026		
CURED-IN-PLACE PIPE LINING		
Pipe Diameter (Inches)	Pipe Length, (Liner Feet)	
8		18,512
10		645
12		817
Reinstate Taps		
Quantity	330	
MANHOLE REHABILITATION		
Manhole Diameter (Feet)	Quantity (Each)	Total Length (VF)
4	53	265

In addition, the work will require traffic control, the reconstruction of 30 manhole inverts, the reconstruction of 20 line-through manhole shelves, and the removal of 30 protruding taps. In general, these manholes are located on the same lines that are being lined under this contract. Traffic control will be required in some of the city's heavy traffic areas. The Contractor must submit a traffic control plan for approval by the city's transportation department prior to any lane closure or street closure. Traffic control must comply with NCDOT requirements, including Work Zone Certification for workers in the work zone.

All Bids must be in accordance with the Bidding Documents on file with: The City of Concord (Engineering Department Office). The bid documents can be downloaded free of charge from the City's website at: <https://www.concordnc.gov/Departments/Finance/Purchasing/RFPs-and-Bids>.
Sewer CIPP Lining Contract – Spring 2026
Project No. 2026-001

If you like to be added to the bidders list, please contact Enrique A. Blat at: blar@concordnc.gov to register to bid. Registration for bidding requires the name of the company, physical address, email address, and telephone number.

Bidders must be properly licensed as required by Chapter 87 of the North Carolina General Statutes. All Subcontractors must also be licensed contractors in the State of North Carolina.

Bids will be received on a unit price basis.

Five (5) percent Bid security must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract. Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents.

Pertinent specifications for the project include, but are not limited to, the Standard Specifications for collection and distribution of Water and Sewer Authority of Cabarrus County (WSACC) as provided at <http://www.wsacc.org/>, and all applicable NASSCO specifications as provided at <http://www.nassco.org/>. The most recent edition of each specification shall be applied.

Owner reserves the right to reject any or all Bids, including, without limitation, the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and will award to the lowest responsible Bidder, taking into consideration quality, performance, and time specified in the Bid Form for performance of Work. The owner also reserves the right to waive informalities.

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders shall have the following meanings assigned to them.

Contract Documents – Documents contained herein include contract specifications, project specifications, bid forms, and the construction contract.

Successful Bidder - The lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein provided) makes an award.

2. **COPIES OF BIDDING DOCUMENTS.** Bidding Documents, which include all front-end documents, may be obtained from Owner at address indicated on the Invitation to Bid.

Partial sets of Bidding Documents will not be issued in response to requests by subject matter.

Standard Specifications for Wastewater Collection and Water Distribution for Cabarrus County shall be used on this project. Contractor shall obtain the standard specifications, with the current revision date of July 2006, from the Water and Sewer Authority of Cabarrus County (WSACC).

Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. **QUALIFICATIONS OF BIDDERS.** To demonstrate qualifications to perform the Work, Bidder may be required to submit written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Owner or Engineer. Each Bid must contain evidence of the Bidder's qualification to do business in the state where the Project is located, or the Bidder must agree to obtain such qualification prior to award of the Contract.

4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the sites to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, **please contact Crystal Allman at: allmanc@concordnc.gov to arrange a site visit,** (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.01. Underground Facilities. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.02. Additional Information. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 24 hours in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling Crystal Allman at allmanc@concordnc.gov.

4.03. Easements. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Contract Documents.

4.04. Unit Price Contracts. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and the specifications, including the addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

4.05. Bidder's Representation. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids

may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **BID SECURITY**. Each Bid must be accompanied by bid security made payable without condition to Owner in an amount of 5 percent of the Bidder's maximum Bid and in the form of a certified or bank check or a bid bond issued by a surety meeting the requirements set forth in the Contract Specifications. **BID SECURITY MUST BE PROVIDED WITH THE BID PACKAGE IN A SEPARATE SEALED ENVELOPE FROM THE BID FORM AND OTHER REQUIRED DOCUMENTS.**

The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon bid security furnished by such Bidders will be returned. Bid security accompanying Bids which are deemed by Owner to be noncompetitive will be returned within 7 days after the bid opening.

7. **CONTRACT TIMES**. The number of calendar days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) is set forth in the Bid Form.

8. **LIQUIDATED DAMAGES**. Provisions for liquidated damages, if any, are set forth in the Contract Specifications.

9. **SUBSTITUTES OR "OR-EQUAL" ITEMS**. Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Engineer's intent is to consider alternative products that have the desired essential characteristics. The Engineer will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders bidding as prime Contractors. Acceptances for substitutions will not be granted directly to suppliers, distributors, or subcontractors. Pursuant to Section 133-3, General Statutes of North Carolina, the following procedures shall be used:

Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals ten days prior to bid date. Applications received after this time will not be reviewed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require should be included. The Engineer shall consider and either accept or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving Bids, the Engineer has accepted any alternative product proposals, the Bidding Documents shall be modified to include the alternative products. The Engineer shall publish the modification in an Addendum at least 5 days prior to the deadline for receiving Bids. The Engineer's decision of acceptance or rejection of a proposed substitute shall be final.

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the bid opening submit to Owner the List of Subcontractors completed with all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

All Subcontractors shall be a licensed contractor in the State of North Carolina.

11. BID FORM. The Bid Form is bound in the Bidding Documents and shall not be removed therefrom. Bid Forms must be completed in ink.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

The names of all persons signing shall be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

All blanks in the Bid Form shall be filled. A bid price shall be indicated for each unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

11.01. Bid Pricing. The Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as provided in Division 1, and the unit prices in the Bid will apply to such final quantities.

11.02. Contingency. The Contingency is to be added to the bid price and is to be used for minor change order items. If the Contingency is to be used, a scope of work and price would be negotiated. The Contingency is for the sole use of Owner. A change order will be issued to delete any unauthorized portion of the Contingency.

12. **SUBMISSION OF BIDS.** Bids shall be submitted at the time and place indicated in the Invitation to Bid, or the modified time and place indicated by Addendum. Bids shall be enclosed in an opaque sealed envelope or wrapping, addressed to:

The City of Concord
Enrique A. Blat, P.E.
P.O. Box 308
Alfred M. Brown Operations Center, 635 Alfred Brown Jr. Court SW.
Concord, North Carolina 28026-0308

Bids shall be marked with the Bidder's name, license number, and address, and shall be accompanied by the bid security and other required documents. If the Bid is sent by mail or another delivery service, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on its face.

Each Bid envelope shall be identified on the outside with the words "Bid for the Sewer CIPP Lining Contract 2026"

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

One copy of the bound documents containing Exhibit "A" – Bid Form, Debarred Firms Certification Form, and Bid Bond (Bid bond must be submitted in a separate envelope) must be submitted with the Bid.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

A conditional or qualified bid will not be accepted.

13. **MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. **OPENING OF BIDS.** Bids will be publicly opened and read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

The procedure for opening bids will follow the laws of North Carolina, and applicable regulations of various Licensing Boards.

15. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE.** All Bids will remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the bid security prior to that date.

16. **AWARD OF CONTRACT.** Owner reserves the right to reject any or all Bids, including, without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to the lowest responsible Bidder, taking into consideration quality, performance, and time specified in the Bid Form for performance of Work. The owner also reserves the right to waive informalities.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and any alternatives, unit prices, or other data requested in the Bid Form or prior to the Notice of Award.

The owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The owner may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required for submission prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish

the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of Owner.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form.

The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

Owner-required inventory of spare parts.

Building design changes which would be required to accommodate the proposed materials and equipment.

Installation requirements and related engineering, training, and operating costs.

Experience and performance record of the Supplier or the manufacturer.

Maintenance and frequency of inspections required to assure reliable performance of the equipment.

Suppliers' or manufacturers' service facilities and availability of qualified field service personnel.

Efficiency and related operating expense during the anticipated useful life of the equipment.

17. **CONTRACT SECURITY**. The Contract Specifications set forth Owner's requirements as to Performance and Payment Bonds. These Bonds shall be delivered to Owner with the executed Agreement.

18. **SIGNING OF AGREEMENT**. When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and the attached documents to the Owner, together with the required Bonds and power of attorney. Within 30 days thereafter, Owner shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of the contract on the Agreement, Bonds, and power of attorney; and shall distribute signed copies as stipulated in the Agreement.

Should the Owner not execute the Contract within the period specified, the Successful Bidder may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the Owner.

19. **SALES AND USE TAXES.** Provisions for sales and use taxes, if any, are set forth in the Contract Specifications.

20. **RETAINAGE.** Provisions concerning retainage are set forth in the Contract Specifications. The City shall keep a 10% retainage on the project. Once the project is 50% complete, the City has the option to keep the retainage at 10% or lower it to 5%.

21. **LAWS AND REGULATIONS.** Additional provisions, if any, concerning Laws and Regulations are set forth in the Contract Specifications.

21.01. **Collusive Bidding.** In accordance with Section 112(c) of Title 23 USC, and G.S. 75-5(b)(7) of the State of North Carolina, the Contractor (Bidder), by submission and execution of this bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his bid on this project.

DEBARRED FIRMS CERTIFICATION FORM

Sewer Lining Contract- Spring 2026
Project No. 2026-001

The undersigned hereby certifies that the firm of _____ has not been suspended by the State of North Carolina or any agency or department thereof for conviction or indictment or any of the offenses enumerated in G.S. 133-27 nor will award subcontracts of any tier to firms that have been suspended for conviction or indictment of any of the offenses enumerated in G.S. 133-27.

Name of Firm

ATTEST _____ (SEAL)

Signature of Authorized Official

Title

Sworn and subscribed before me this

_____ day of _____, 2026

Notary Public

NOTICE OF AWARD

TO:

FROM: City of Concord City Council (OWNER)
P.O. Box 308
35 Cabarrus Ave. W
Concord, North Carolina 28026-0308

PROJECT: **Sewer Lining Contract- Spring 2026**
Project No. 2026-001

You are hereby notified that the bid submitted by you for the above-named project in response to the City of Concord's Invitation to Bid dated **January 16, 2026** in the amount of

_____ and _____/100 DOLLARS

(\$_____) has been accepted.

You are hereby required to execute the formal AGREEMENT with the City of Concord City Council and to furnish any and all Contractor's Bond(s), Certificate of Insurance and Power of Attorney(s) along with other documents pertaining to the work as designated by the City of Concord.

If you fail to execute said AGREEMENT and to furnish this and any other required documents pertaining to the work within ten (10) days from the date of delivery of this NOTICE OF AWARD, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and to award the work covered by your proposal to another, or to re-bid the work or otherwise dispose thereof as the Owner may see fit.

Dated this the _____ day of _____, 20_____

City of Concord, North Carolina

By: _____

Title: *Deputy City Engineer*

CONTRACTOR

By: _____

Title: _____

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged this the _____ day of _____, 20_____.

NOTICE TO PROCEED

TO:

FROM: City of Concord City Council (OWNER)
P.O. Box 308
35 Cabarrus Ave. W
Concord, North Carolina 28026-0308

PROJECT: **Sewer Lining Contract- Spring 2026**
Project No. 2026-001

Contract Amount: _____ and ____/100 DOLLARS
(\$_____).

You are hereby notified to commence work on or before the _____ day of ____, 20____, pending acceptance of your Certificate of Insurance and any other required documents, and are to fully complete the work by the _____ day of _____, 20____.

Your project final completion date is therefore the _____ day of _____, 20____, and as set forth in the above named project's schedule unless an extension is granted by the City of Concord Director of Engineering in writing.

City of Concord, North Carolina
By: _____

Title: City Manager

Dated this the _____ day of _____, 20____.

STANDARD FORM CONSTRUCTION AGREEMENT

This Agreement (together with all exhibits and valid amendments, the “Agreement”) is made and entered into as of the _____ day of _____, 20____, by the City of CONCORD (“City”) and _____ (“Contractor”), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a limited liability company, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Multiple mainline sewer lines, service lines and manholes within the City’s wastewater collection system need to be rehabilitated. To minimize disturbances caused by excavation, these identified areas will be subject to cured-in-place pipe (CIPP) lining of sewer main lines, the installation of top hats in service lines, and cementitious rehabilitation for the specified manholes. The complete list of targeted lines for CIPP and manholes for cementitious rehabilitation is shown in **Exhibit C**.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the Services at the charges set forth either in this paragraph or in Exhibit “A”. In this Agreement, “Services” means the services that the Contractor is required to perform pursuant to this Agreement and all of the Contractor’s duties to the City that arise out of this Agreement. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Services.

Sec. 4. Compensation. The City shall pay the Contractor for the Services as described in this paragraph below OR as described in Exhibit “A” attached. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the City and the Contractor agree to and execute a written change order. The City shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this Agreement or in a duly-approved change order. All payments shall be deemed inclusive of tax and other obligations.

Sec. 4a. Retainage. The City shall withhold no retainage on Agreements having a “total project cost” of less than \$100,000.00. The City may withhold retainage on Agreements having a total project cost between \$100,000 and \$200,000. The City shall withhold retainage on Agreements whose total project cost exceeds \$300,000. When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor’s performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The

City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third-party claims filed against the owner, or reasonable evidence that a third-party claim will be filed.

Definitions:

“Total Project Cost”: Total value of the Agreement and any approved change orders or amendments.

“Project is Fifty Percent Complete”: When the Contractor’s approved gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the Agreement, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor’s gross project invoices for the purpose of determining whether the project is fifty percent complete.

Sec. 5. Term The Contractor shall commence work within ten (10) days of the date of its receipt of written Notice to Proceed from the City. The date that is ten (10) days from the date of the Contractor’s receipt of the Notice to Proceed shall be the “Commencement Date.” All work as set forth in the Scope of Services in Exhibit “A” shall be completed within **one-hundred-eighty (180)** calendar days of the Commencement Date. The date that is **one-hundred-eighty (180)** calendar days from the Commencement Date shall be the “Completion Date.” Time is of the essence with regard to this Project. If Contractor’s obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit “A.” The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under this Agreement or in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit “A”.

Sec. 6. Contractor’s Billings to City. Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit “A”. Contractor shall submit a pay request (invoice) to the City contact for the department requiring the Services by the first of each month in order to expedite payment. Upon receipt of the request the City contact shall verify the amounts and if correct forward the request to the Accounts Payable Division of the Finance Dept.

Final payment on the Agreement shall be made in 45 days after successful completion of the Services. Within 60 days after the submission of the final pay request which includes retainage, the City (with the written consent of the surety) shall release to the Contractor all retainage payments IF the City receives a certificate of substantial completion from the City Inspector, architect, engineer or designer-in-charge of the project OR the City receives beneficial occupancy and use of the project. In either case, the City may retain up to 2.5 times the estimated value of the work to be completed or corrected. No payments of any kind shall be made in any case without a corresponding pay request from the Contractor.

Sec. 7. Insurance. Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
-----------------	-----------------------

Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input checked="" type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide a Certificate of Insurance to the City listing the City as an additional insured. Such Certificate shall be in a form acceptable to the City.

Sec. 8. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any Agreement or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Agreement Term begins and shall be renewed by the Contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Agreement and may, at the City's option, be cause for Agreement termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation

insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

B. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 9. Performance of Work by Contractor.

(a) The Contractor warrants that all work performed under this Agreement conforms to the Agreement requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the City of written final completion of the Services.

(b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to Agreement requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(c) The Contractor shall restore any damage that occurs in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(d) The City shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the City Manager or his designee, after receipt of notice, the City shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall--

- (1) Obtain all warranties that would be given in normal commercial practice,
- (2) Require all warranties to be executed, in writing, for the benefit of the City, if directed to do so by the City; and
- (3) Enforce all warranties for the benefit of the City, if directed to do so by the City

(g) In the event the Contractor's warranty has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City-furnished material or design.

Sec. 10. Performance of Work by City. If the Contractor fails to perform the Services in accordance with the schedule, the City may, in its discretion, perform or cause to be performed some

or all of the Services, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Services pursuant to this section.

Sec. 11. Attachments. Additional exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this Agreement and incorporated herein by reference:

- (a) **Exhibit "A" – BID FORM WITH UNIT PRICE SCHEDULE**
- (b) **Exhibit "B" – NASSCO SPECIFICATIONS FOR CURED-IN-PLACE PIPE (CIPP) & MANHOLE REHABILITATION**
- (c) **Exhibit "C" – LIST OF SEWER LINE SECTIONS FOR CIPP, TOP HATS AND MANHOLES FOR REHABILITATION**
- (d) **Exhibit "D" – MAPS**
- (e) **Exhibit "E" – GENERAL CONDITIONS**
- (f) **Exhibit "F" – STANDARD FORM OF PERFORMANCE BOND**
- (g) **Exhibit "G" – Tax Form(s).**
- (h) **Exhibit "H - Certificate of Insurance.**

In case of conflict between an attachment and the text of this Agreement excluding the attachment, the text of this Agreement shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and separately executed by the City.

Sec. 12. Notice. (a) All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Enrique A. Blat, P.E.
Deputy City Engineer
P.O. Box 308
Concord, NC 28026

To the Contractor:

VaLerie Kolczynski, Esq.
City Attorney
P.O. Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, 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 Agreement shall be deemed given at the time of actual delivery, if it is personally delivered. If the notice or other communication is sent by US Mail, it shall be deemed

given upon the third day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement or any attachments. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

Sec. 14. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Agreement, at the sole option of the City and without prejudice to City’s other remedies, shall be declared null and void or the Contractor shall execute a new Agreement showing the Contractor’s correct legal entity.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement 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 Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this Agreement and all of the City’s claims that arise out of this Agreement.

Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(e) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(f) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX OR AS OTHERWISE DEFINED BY STATE OR FEDERAL LAW, 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 VENDORS UNDER CITY AGREEMENTS.

(h) EEO Provisions. During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall comply with all applicable EEO statutes, regulations and policies to promote equal employment opportunities and equal treatment of employees without regard to race, color, sex, age, disability, religion, or national origin or political affiliation or belief. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, sex, age, disability, religion, national origin, or political affiliation or belief. The Contractor shall post notices setting forth these EEO provisions in conspicuous places available to employees and applicants for employment.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, sex, age, disability, religion, or national origin or political affiliation or belief, in accordance with state and federal law.

(i) No Third Party Right Created. This Agreement is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless executed by the City Manager or other duly authorized official for the City. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this Agreement.

(m) E-Verify. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in

the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Contractor attests that Contractor is in compliance with the requirements of the federal and state laws relevant to E-verify. Contractor further attests that all subcontractors employed by it as part of this Agreement comply with the requirements of E-Verify, and Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor as part of any Agreement with the City of Concord.

(n) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(o) Corporate Seal. If a corporate seal is included by any party to this Agreement, it is for authentication purposes only. This Agreement is not signed under seal.

(The following section applies to construction Agreements only if the total amount of Agreements awarded for the project is \$300,000 or more.)

Sec. 16. Bonding. Both performance and payment bonds for the full amount of this Agreement are required to be attached. Instead of bonds, you may submit a deposit of money, certified check or government securities for the full amount of the Agreement. The performance bond shall have a value equal to 100% of this Agreement. This bond shall be conditioned upon faithful performance of the Agreement in accordance with the plans, specifications and conditions of the Agreement. The performance bond shall be solely for the protection of the City. The payment bond shall be in an amount equal to 100% of the Agreement, and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor or construction manager at risk is liable.

When the total amount of Agreements awarded for any project exceeds three hundred thousand dollars (\$300,000), performance and payment bonds are required from any contractor or construction manager at risk with an Agreement amount of or exceeding fifty thousand dollars (\$50,000).

Sec. 17. Dispute Resolution. It is understood and agreed that NCGS 143-128(f1-g) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the City. The amount in controversy shall be at least \$15,000.00 before this dispute resolution procedure may be used. In compliance with this statutory provision, the City specifies this Section as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Section and NCGS 143-128(f1-g).

This Section 17 does not apply to:

- (a) The purchase and erection of prefabricated or relocatable buildings or portions of such buildings, except that portion of the work that must be performed at the construction site; or
- (b) The erection, construction alteration or repair of a building when the cost of such building is \$300,000 or less.

17.1 Any dispute arising between or among the Parties listed in Section 17.3 that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration

Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and NCGS 143-128(f1-g) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

17.2 For purposes of this Section the following definitions shall apply:

- a. *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of NCGS 143-128 and does not include any agreement related to the Project that is not subject to said statute.
- b. *Construct or construction* refers to and includes the erection, construction, alteration or repair of the Project.
- c. *Party or Parties* refers to the parties listed in Section 17.3.
- d. *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section and NCGS 143-128(f1-g), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

17.4 In order to facilitate compliance with NCGS 143-128(f1-g), the Contractor and all other Parties shall include this Section 17 in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

17.6 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section and NCGS 143-128(f1-g), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for

failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.7 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.10 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the mediator shall determine.

17.13 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.14 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

Sec. 18. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this Agreement to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager
President/Manager/Partner

By: _____
Signature _____ of _____
President/Vice

Date: _____

Printed Name: _____

Title: _____

ATTEST BY:

Date:

City Clerk

ATTEST:

BY: _____
officer

Signature of Vice President, Secretary, or other

Printed Name: _____

APPROVED AS TO FORM:

Title _____

Attorney for the City of Concord

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Finance Director

Signature

EXHIBIT A

BID FORM WITH UNIT PRICE SCHEDULE

EXHIBIT A

BID FORM

PROJECT IDENTIFICATION: **Sewer CIPP Lining Contract – 2026**

Contract No: 2026-001

THIS BID IS SUBMITTED TO:

Enrique A. Blat, P.E.
City of Concord
Alfred Brown Jr. Court SW.
Concord, North Carolina 28025
(PO Box 308, Concord, NC, 28026-0308)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including, without limitation, those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 60 days after the bid opening date. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 10 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:

- a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____ Dated _____

- b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

EXHIBIT A

- c. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- d. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

4. Bidder will complete the Work for the following unit prices. Quantities indicated are estimated and not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

EXHIBIT A

UNIT PRICE SCHEDULE
Contract 2026-001

Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Item Total (\$)
1 ¹	8-Inch Lining	LF	18,512		
2 ¹	10-Inch Lining	LF	645		
3 ¹	12-Inch Lining	LF	817		
4	Re-connection of service lines	EA	330		
5	Removing protruding taps	EA	30		
6 ²	4-foot diameter manhole rehabilitation (53 MH's total)	VF	265		
7 ^{2,3}	Invert Reconstruction	EA	30		
8 ^{2,4}	Rebuild Shelve of line-through MH	EA	20		
9	Traffic Control	LS	1		
BASE BID :					
5% CONTINGENCY:					
TOTAL BID:					

¹: Items 1 shall be in accordance with the NASSCO "Performance Specification Guideline for the Installation of Cured-in-Place Pipe (CIPP)" latest edition.

²: Items 6, 7 and 8 shall be in accordance with Section 2.2 Cementitious Manhole Restoration of the NASSCO "Performance Specification Guideline for Manhole Rehabilitation" latest edition.

³: Item 7 above is for the total reconstruction of the invert in manholes to be rehabilitated.

⁴: Item 8 above is to construct the manhole shelve where we are proposing to line-through them.

5. Traffic control must comply with NCDOT requirements, including Work Zone Certification for workers within the work zone.

It is the contractor's responsibility to provide all necessary signs and personnel for traffic control. Traffic control plans will be submitted by the contractor after contract award.

6. Bidder agrees that the Work will be completed within **180 days** of the date of the Notice to Proceed. Liquidated damages are set at \$500.00 per day, past the completion date set forth in the construction contract.

7. The City will pay for the water needed for the project. We will provide a meter and a backflow for City tracking purposes.

8. Contractor is to provide calculations to determine minimum liner thickness that will meet the following:

A. The newly installed liner shall be designed for a minimum fifty-year service life under continuous loading conditions.

EXHIBIT A

B. Design of the liner shall be based on the condition of the existing pipe, which shall be classified as fully deteriorated – the pipe is structurally unsound, suffering from severe cracks, missing sections or other defects. The design shall assume no bonding to the original pipe wall. The liner shall be designed to withstand all imposed loads.

C. The liner shall be designed by a professional engineer registered in North Carolina and shall have sufficient wall thickness to withstand the anticipated external pressures and loads which, will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, and ovality.

D. Calculations which determine wall thickness requirements of the liner shall be submitted to the Engineer for approval prior to installation. Designs shall be based on the use of standard flexible pipe equations, as detailed in ASTM F-1216 and shall account for the effects of ovality.

E. A safety factor of at least two (2) shall be utilized.

F. The tube manufacturer must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Contractor. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D-790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of 50% will not be applied unless substantiated by qualified third party test data. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.

G. The short-term modulus of elasticity will be reduced by 50 percent in the calculations. If Contractor submits third party certified test results proving a lesser reduction in the long-term modulus after a 10,000-hour test, Engineer will take this into consideration.

H. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data.

9. All lines to be lined are clay lines.

10. Qualifications:

a. Mainline CIPP

i. The CIPP CONTRACTOR shall provide evidence and references for successfully installing a minimum of 150,000 linear feet of CIPP in the United States of America.

ii. The CONTRACTOR shall also provide documentation that the specified material to be used has been successfully installed in a minimum of 500,000 linear feet of pipe in the United States of America and has been in place for a minimum of five (5) years.

EXHIBIT A

11 Communications concerning this Bid shall be sent to Bidder at the following address:

NAME: _____

ADDRESS: _____

P.O. BOX: _____

CITY: _____ STATE: _____

ZIP CODE: _____

12. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER

Contractor's License Number _____

License Expiration Date _____

If an Individual

By _____
(signature of individual)

Doing business as _____

Business address _____

Phone No. _____

Date _____, 20_____

ATTEST _____ TITLE _____

If a Partnership

By _____
(Firm name)

By _____
(signature of individual)

EXHIBIT A

Business address _____

Phone No. _____

Date _____, 20_____

ATTEST _____ TITLE _____

If a Corporation

By _____
(Corporation name)

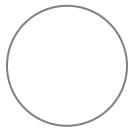
By _____
(signature of authorized person) (title)

Business address _____

Phone No. _____

Date _____, 20_____

ATTEST _____ TITLE _____

(Seal) 

IF A JOINT VENTURE (Other party must sign below.)

Contractor's License Number _____

License Expiration Date _____

By _____
(Signature of individual)

Doing business as _____

Business address _____

Phone No. _____

EXHIBIT A

Date _____, 20_____

ATTEST _____ TITLE _____

(Signature of general partner)

(Seal)

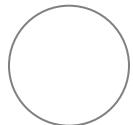


EXHIBIT B

NASSCO SPECIFICATIONS FOR CURED-IN-PLACE PIPE
(CIPP) MARCH 2021

NASSCO SPECIFICATIONS FOR CURED-IN -PLACE (CIPP)
LATERAL SEALS 2020

&

NASSCO SPECIFICATIONS FOR MANHOLE REHABILITATION

See Section 2.2 of the *NASSCO Performance Specification Guideline for Manhole Rehabilitation*, December 2013 for **Cementitious Manhole Restoration**

EXHIBIT C

LIST OF SEWER LINE SECTIONS FOR CIPP AND MANHOLES FOR REHABILITATION

2026 Concord CIPP Lining List

MH Line segment MH		Street	Length	Size	Inspected Size	# taps to reinstate	Capped
157.3126	157.3127	Morton ave	315	8	8	3	6
157.4141	157.3126	Morton ave	358	8	8	5	7
157.4143	157.4141	Morton ave	275	8	8	1	5
157.4146	157.4143	Morton ave	208	8	8	1	5
157.4152	157.4141	Wilmar st nw	458	8	8	5	1
183.1122	183.1119	Forest st nw	330	8	8	0	3
183.1126	183.1122	Forest st nw	129	8	8	2	3
183.1128	183.1119	Harris st nw	350	8	8	6	5
183.1129	183.1126	Forest st nw	221	8	8	2	6
183.1133	183.1128	Harris st nw	172	8	8	2	2
183.1135	183.1133	Harris st nw	79	8	8	0	
183.1136	183.1135	Gibson dr nw	366	8	8	3	
183.1137	183.1133	Harris st nw	182	8	8	2	3
183.1139	183.1136	Gibson dr nw	253	8	8	6	5
183.1145	183.1137	Harris st nw	332	8	8	10	6
183.1146	183.1139	Gibson dr nw	178	8	8	5	1
183.1148	183.1145	Harris st nw	277	8	8	4	6
183.1155	183.1164	Gibson dr nw	196	8	8	2	4
183.1164	183.1152	Phifer ave nw	333	8	8	3	7
183.2100	157.4152	Wilmar st nw	305	8	8	4	5
183.2103	183.2100	Wilmar st nw	384	8	8	9	1
183.2107	183.2103	Wilmar st nw	501	8	8	12	2
183.2116	183.1129	Forest st nw	404	8	8	9	5
183.2119	183.2116	Forest st nw	199	8	8	5	3
183.2122	183.2119	Forest st nw	275	8	8	7	7
183.2124	183.2122	Forest st nw	337	8	8	10	4
183.2126	183.2121	Spencer ave nw	425	8	8	7	2
183.2129	183.2126	Spencer ave nw	447	8	8	7	4
183.2131	183.2133	Spencer ave nw	448	8	8	9	5
183.2133	193.1155	Gibson dr nw	186	8	8	3	2
183.2137	183.1164	Phifer ave nw	350	8	8	8	2
211.3143	211.3144	Crowell dr sw	241	8	8	5	
211.3148	211.3155	Crowell dr sw	145	8	8	1	
211.3148	211.3143	Crowell dr sw	133	8	8	1	
211.3155	211.4160	Crowell dr sw	347	8	8	4	5
211.3157	211.3171	Fenix dr sw	292	8	8	12	3
211.3166	211.3172	Valley st sw	258	8	8	6	3
211.3171	211.3174	Fenix dr sw	93	8	8	2	
211.3172	211.3184	Dorland ave sw	278	8	8	4	3
211.3174	211.3179	Fenix dr sw	115	8	8	0	
211.3176	211.3184	Gold st sw	387	8	8	11	6
211.3184	211.3187	Dorland ave sw	108	8	8	1	
211.3187	211.3219	Dorland ave sw	40	8	8	0	
211.3187	211.3219	Corban ave sw (outfall)	39	8	8	0	
211.3197	237.1100	Powder st sw	236	8	8	3	6

211.3198	237.1109	Cypress st sw	371	8	8	8	3
211.3212	211.3224	Cabarrus ave w	442	8	8	11	2
211.3222	211.3231	Cabarrus ave w	72	8	8	0	
211.3223	211.3222	Cabarrus ave w	230	8	8	4	1
211.3224	211.3223	Cabarrus ave w	178	8	8	2	3
211.3227	237.1198	Corban ave sw (outfall)	214	8	8	2	1
211.4160	211.4164	Crowell dr sw	23	8	8	0	
211.4206	211.3198	Young ave sw	306	8	8	8	4
237.1100	237.1105	Powder st sw	100	8	8	1	2
237.1107	237.1105	Powder st sw	103	8	8	1	1
237.1109	237.2136	Cypress st sw	303	8	8	9	6
237.1112	237.1118	Young ave sw	192	8	8	2	1
237.1117	237.1128	Sycamore ct sw	495	8	8	9	
237.1123	237.1119	Robbins st sw	119	8	8	3	2
237.1128	237.1123	Robbins st sw	210	8	8	2	7
237.1130	237.2237	Powder st sw	212	8	8	2	3
237.1131	237.1128	Robbins st sw	87	8	8	2	
237.1131	237.1135	Robbins st sw	242	8	8	4	3
237.1132	237.1134	Sycamore ct sw	170	8	8	5	
237.1134	237.1189	Glen Rae st sw	333	8	8	7	
237.1135	237.1142	Robbins st sw	364	8	8	8	3
237.1138	237.1189	Pecan ct sw	170	8	8	3	
237.1189	237.1190	Pecan ct sw	143	8	8	0	
237.1197	237.1107	Young ave sw	359	8	8	9	2
237.2166	237.2183	Shannon dr sw	342	8	8	9	7
237.2169	237.2215	Malvern dr sw	90	8	8	1	
237.2174	237.2169	Malvern dr sw	101	8	8	2	2
237.2183	237.2174	Malvern dr sw	184	8	8	3	1
237.2215	237.1145	Malvern dr sw	76	8	8	0	
238.4185	238.4112	Eastcliff dr se	205	8	8	2	1
284.1100	284.1103	Barbee rd sw (outfall)	91	8	8	0	
284.1101	284.1104	Barbee rd sw (outfall)	151	8	10	0	1
284.1103	284.1183	Barbee rd sw (outfall)	362	8	10	7	
284.1104	284.1103	Barbee rd sw (outfall)	132	8	10	1	
211.3220	237.1198	Corban ave sw (outfall)	263	8	12	1	
237.1198	237.1105	Corban ave sw (outfall)	81	8	12	0	
284.1172	284.1173	Barbee rd sw (outfall)	238	8	12	0	
284.1183	284.1172	Barbee rd sw (outfall)	235	8	12	0	

Total	8	Inches	18,512 Feet
Total	10	Inches	645 Feet
Total	12	Inches	817 Feet
Total Taps	Reinstated		330

2026 Manhole Rehab

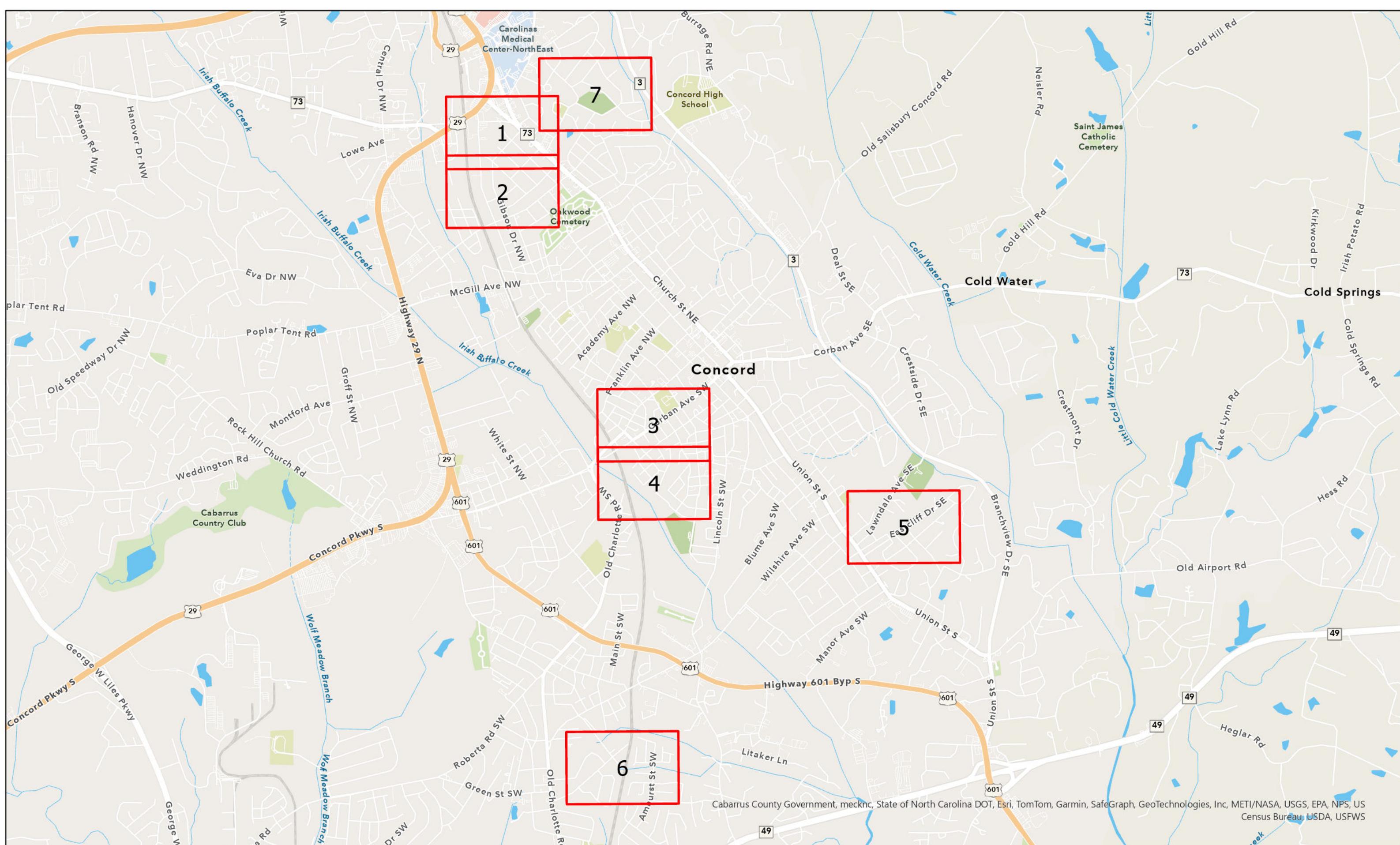
#	Manhole	Street	Depth (ft)	Depth (in.)	Dia. (ft)	Rehab	Inv. Recon	Comments
1	158.3188	Beverly Hills Park	6	2	4	x	x	
2	183.1129	Forest st nw	6	7	4	x		
3	183.1139	Gibson dr nw	5	1	4	x		
4	183.1148	Harris st nw					x	rehabbed, however need invert due to service in manhole
5	183.1148	Harris st nw					x	rehabbed, however need invert due to service in manhole
6	183.1155	Gibson dr nw	6	0	4	x		
7	183.2100	Wilmar st nw	6	5	4	x	x	
8	183.2103	Wilmar st nw	7	2	4	x		
9	183.2116	Forest st nw	6	0	4	x		
10	183.2119	Forest st nw	6	0	4	x		
11	183.2122	Forest st nw	5	9	4	x		
12	183.2124	Forest st nw	6	6	4	x		
13	183.2126	Spencer ave nw	8	0	4	x	x	
14	183.2129	Spencer ave nw	6	0	4	x		
15	183.2131	Spencer ave nw	5	0	4	x	x	
16	183.2133	Gibson dr nw	6	0	4	x		
17	183.2137	Phifer ave nw	7	0	4	x	x	
18	211.3143	Crowell dr sw	4	7	4	x		
19	211.3143	Crowell dr sw	4	7	4	x		
20	211.3148	Crowell dr sw	3	6	4	x		
21	211.3148	Crowell dr sw	3	6	4	x		
22	211.3155	Crowell dr sw	2	6	4	x		
23	211.3155	Crowell dr sw	2	6	4	x		
24	211.3157	Fenix dr sw	5	0	4	x		
25	211.3166	Valley st sw	3	0	4	x		
26	211.3171	Fenix dr sw	4	0	4	x		
27	211.3172	Dorland ave sw	5	3	4	x		
28	211.3174	Fenix dr sw	2	0	4	x		
29	211.3184	Dorland ave sw	6	0	4	x		
30	211.3197	Powder st sw	4	1	4	x		
31	211.3198	Young ave sw	2	1	4	x		
32	211.3222	Cabarrus ave w	4	7	4	x		
33	211.3223	Cabarrus ave w	4	7	4	x		
34	211.3224	Cabarrus ave w	5	0	4	x		
35	211.4160	Crowell dr sw	2	0	4	x		
36	211.4206	Young ave sw	4	0	4	x		
37	237.1107	Powder st sw	5	2	4	x		
38	237.1109	Cypress st sw	5	0	4	x		
39	237.1117	Sycamore ct sw	5	5	4	x		
40	237.1123	Robbins st sw	4	0	4	x		
41	237.1124	Powder st sw	5	6	4	x		
42	237.1128	Robbins st sw	4	6	4	x		
43	237.1130	Powder st sw	5	6	4	x		
44	237.1131	Robbins st sw	5	9	4	x		
45	237.1132	Sycamore ct sw	6	2	4	x		
46	237.1134	Glen Rae st sw	4	2	4	x		
47	237.1135	Robbins st sw	6	6	4	x		
48	237.1138	Pecan ct sw	6	3	4	x		
49	237.1189	Pecan ct sw	8	8	4	x		
50	237.1190	Pecan ct sw	10	1	4	x		
51	237.2174	Malvern dr sw	4	2	4	x		
52	237.2239	Cypress st sw	6	4	4	x		
53	238.4185	Eastcliff dr se	4	7	4	x	x	

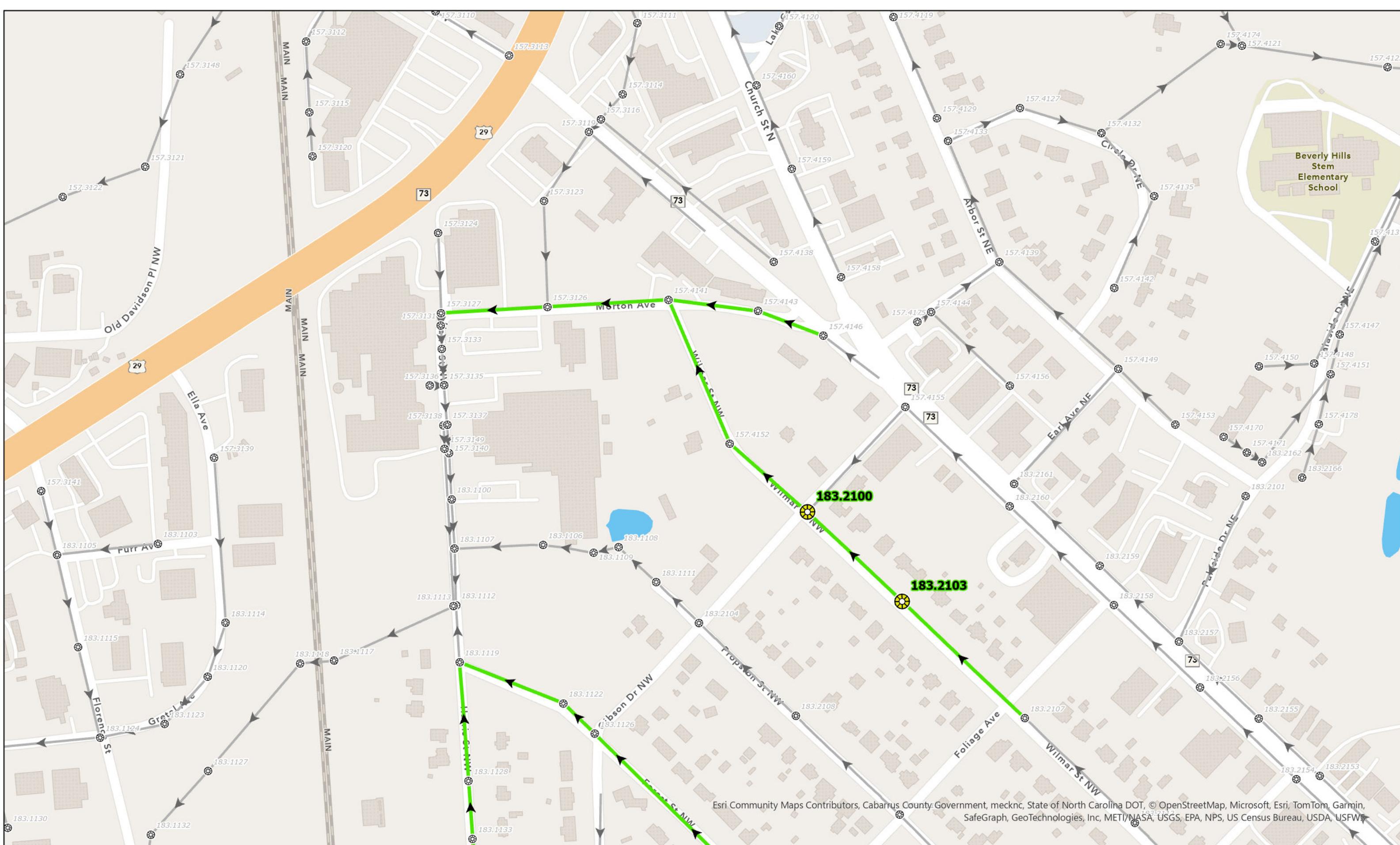
Total Vertical Feet

265

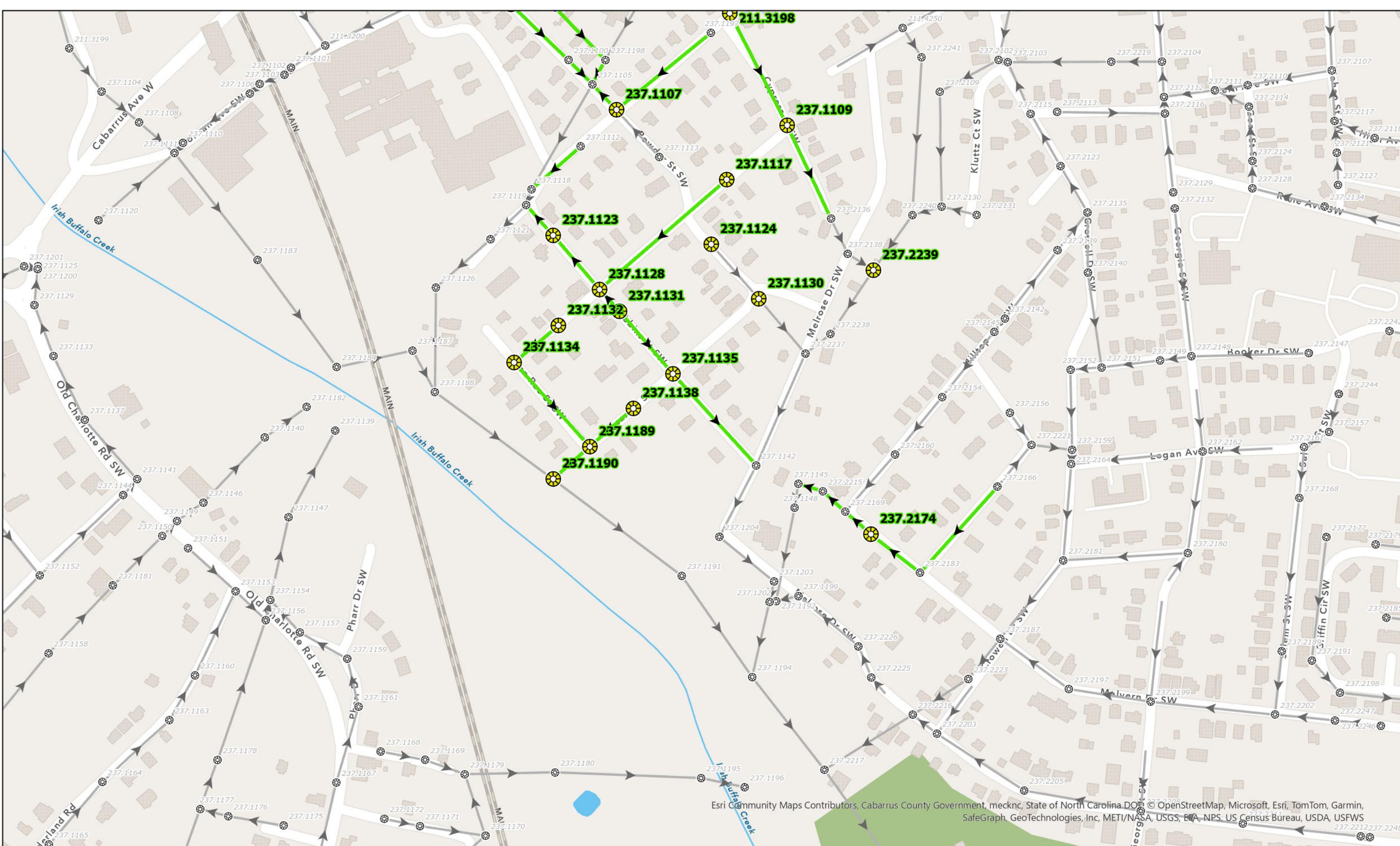
EXHIBIT D

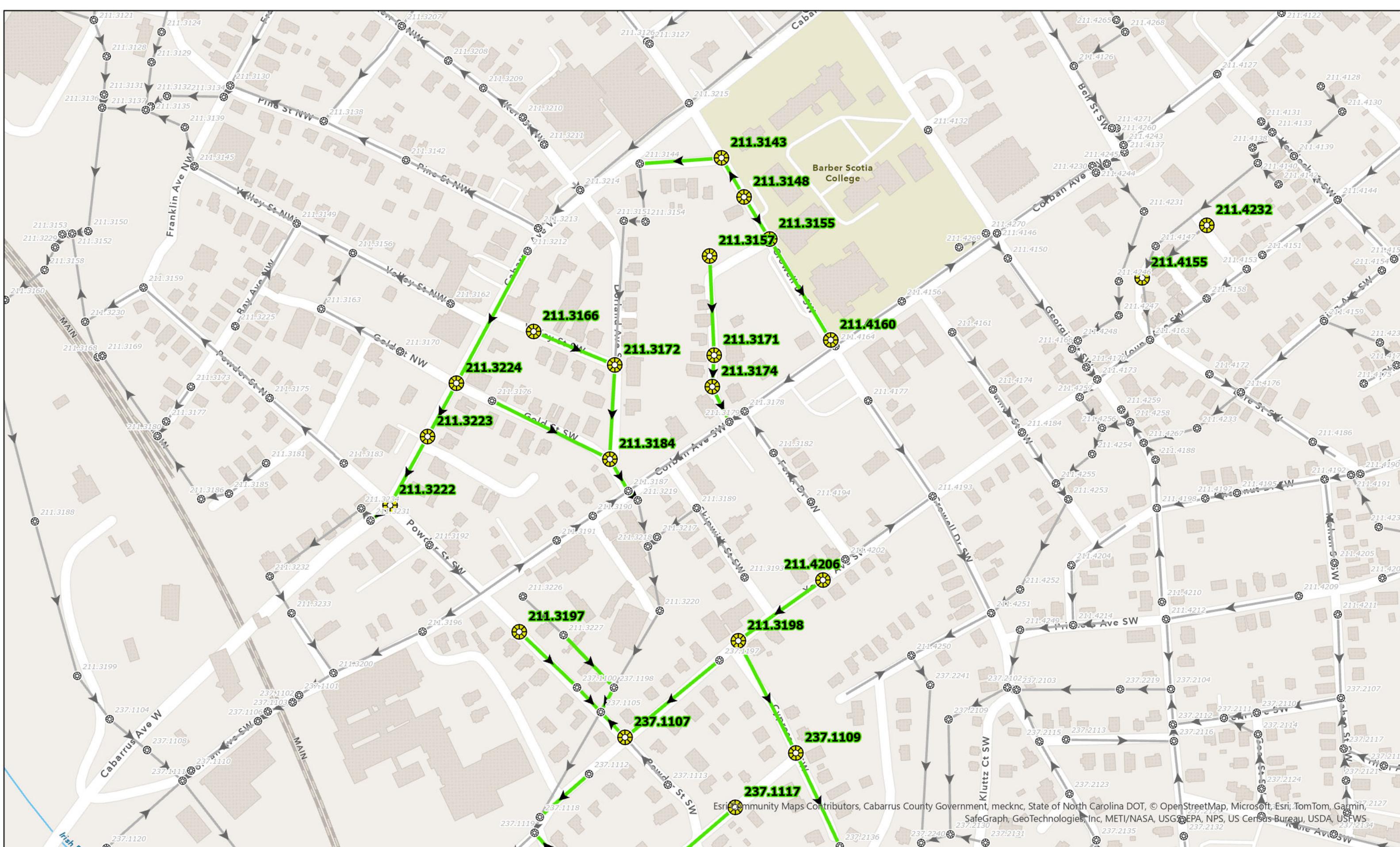
MAPS

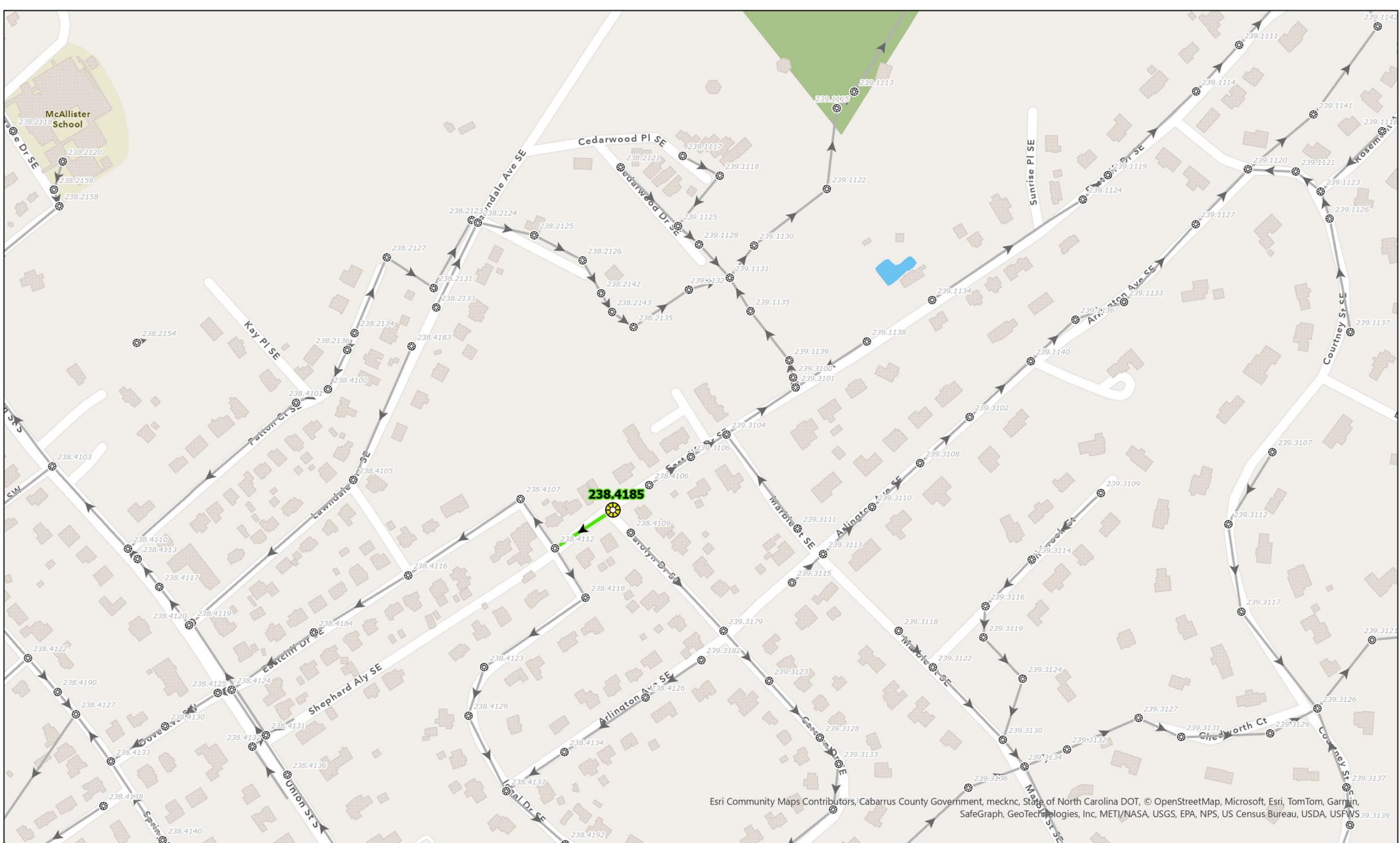










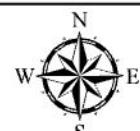
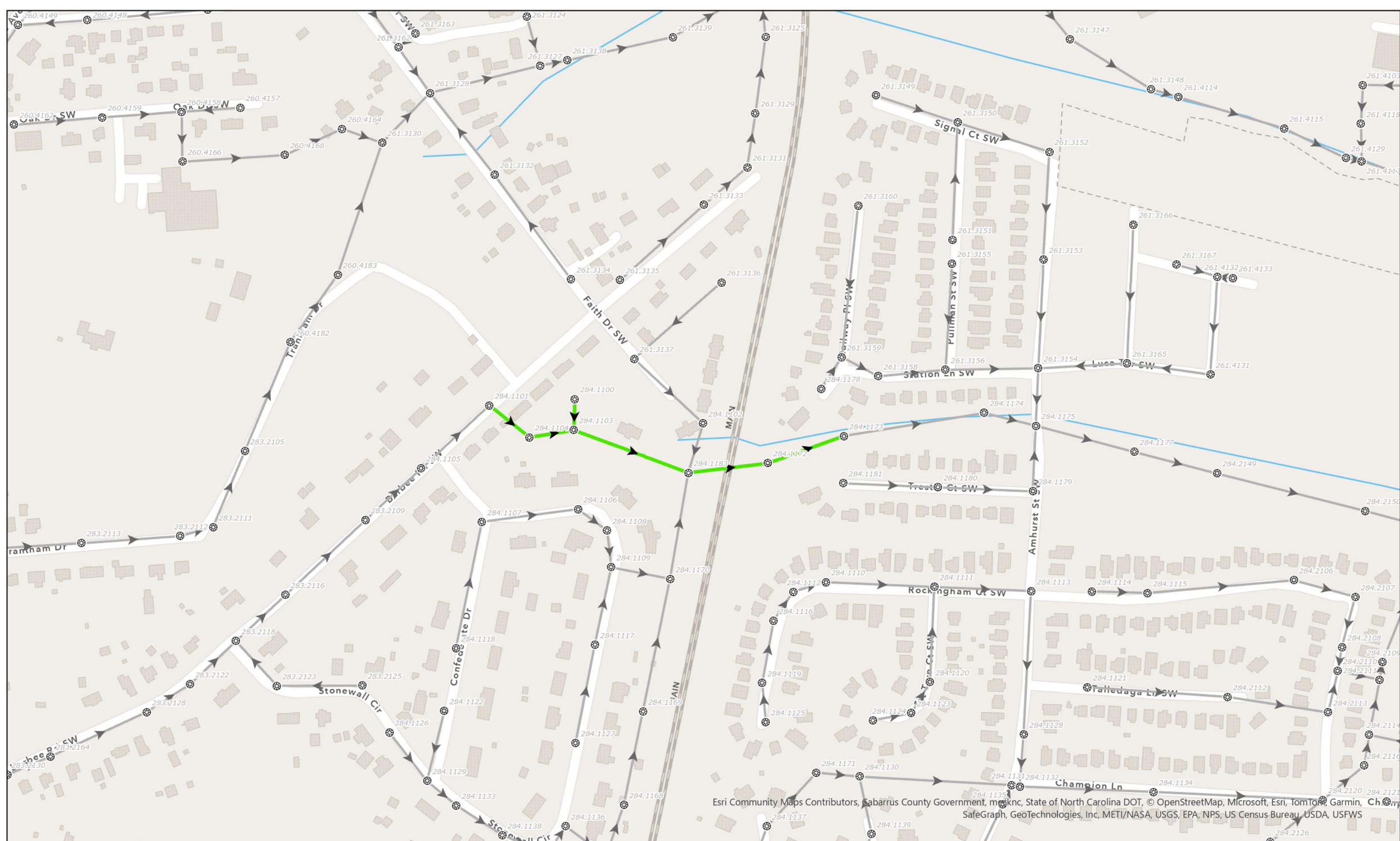


- Sewer Manhole
- Sewer Gravity Sliplined

- Sewer Gravity Main
- Sewer Manhole selection

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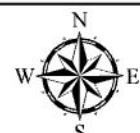
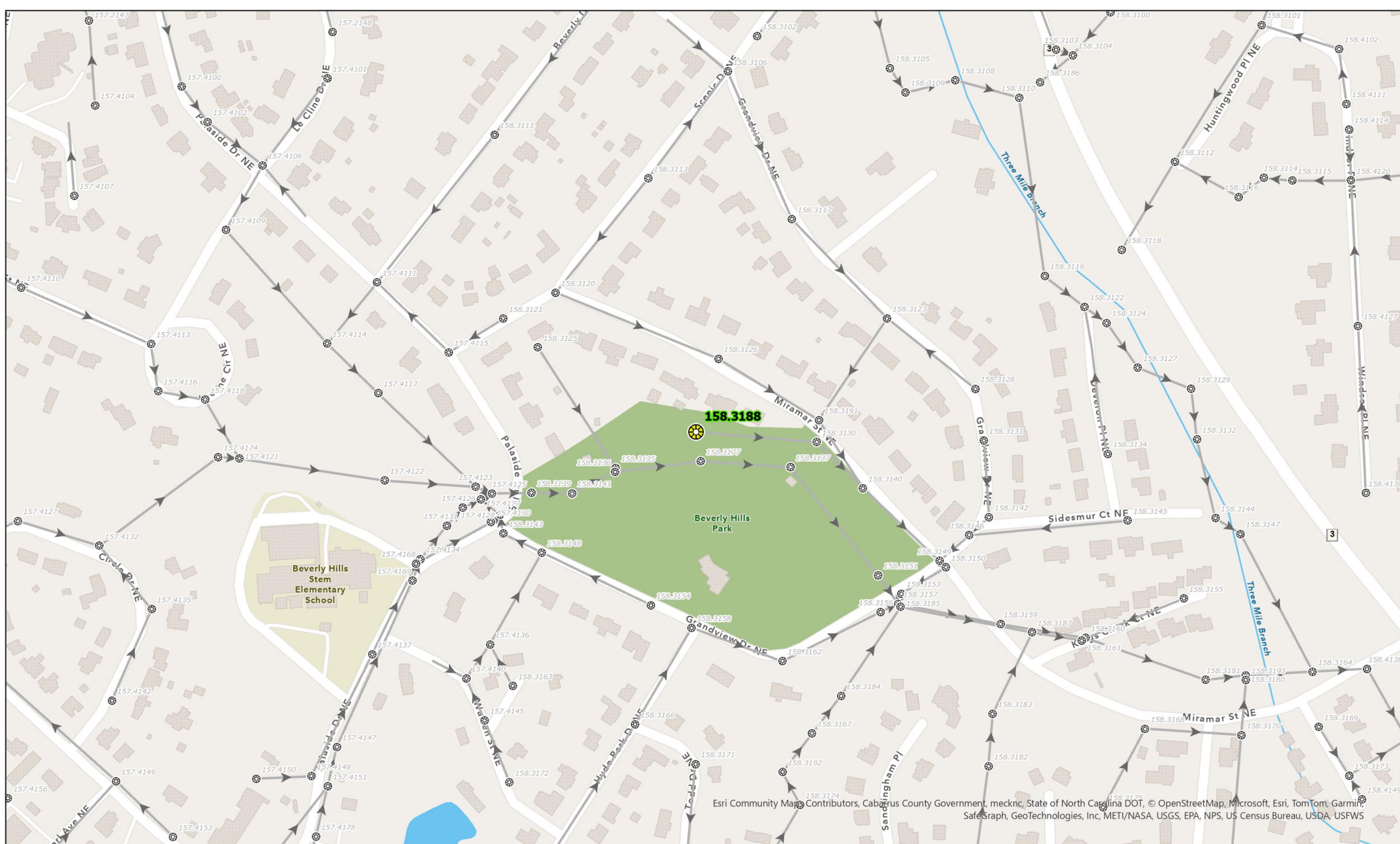


EXHIBIT E

GENERAL CONDITIONS

Please reference online at

<https://concordnc.gov/Portals/0/Concord/Departments/Engineering/Documents/Old%20Site%20Standards/10%20001%2005%20General%20Conditions%20Horizontal.pdf?ver=D9zcv1hzhy5VHaHl1P4Ntg%3d%3d>

Dated: 01/05/2010

EXHIBIT F

STANDARD FORM OF PERFORMANCE BOND

EXHIBIT F

STANDARD FORM OF PERFORMANCE BOND

Date of Execution of this Bond _____

Name and Address of
Principal (Contractor) _____

Name and Address
of Surety _____

Name and Address of
Contracting Body _____

Amount of Bond _____

Contract That certain contract by and between the Principal and the
Contracting Body above named dated _____
for _____

KNOW ALL MEN 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, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified 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 the 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.

EXHIBIT F

STANDARD FORM OF PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

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

WITNESS:

Principal (Name of individual and trade name, partnership, corporation, or joint venture)

(Proprietorship or Partnership)

Printed Name _____

BY _____ (SEAL)

Printed Name _____

TITLE _____

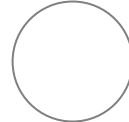
(Owner, Partner, Office held in corporation, joint venture)

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____

Printed Name _____



TITLE _____

(Corporation Secretary or
Assistant Secretary Only)

Surety (Name of Surety Company)

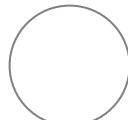
WITNESS:

BY _____

Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)



COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent

EXHIBIT G

TAX FORM(S)

EXHIBIT H

CERTIFICATE OF INSURANCE

4824-4465-9749, v. 1