INSTALLATION OF EMERGENCY GENERATOR AT THE WASTEWATER TREATMENT PLANT

TO SERVE

TOWN OF PITTSBORO

NORTH CAROLINA

NC Rural Center Contract No. 2010-239-40101-112, Recipient: Town of Pittsboro

TOWN OF PITTSBORO

635 EAST STREET

PITTSBORO, NC 27312

Revised: July 24, 2013

INSTALLATION OF EMERGENCY GENERATOR AT THE WASTEWATER TREATMENT PLANT

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ADVERTISEMENT FOR BIDS

Town of Pittsboro
Owner

635 East Street (Town Hall)

Pittsboro, NC 27312

Separate sealed BIDS for the installation of an **Emergency Power Generator** will be received by the Town of Pittsboro until **3:00 p.m. Eastern Standard Time, Monday, August 19, 2013** and then publicly opened and read aloud in the Conference Room at Town Hall.

The work consists of the following major items (See Special Provisions for details):

- Remove existing generator/fuel tank and dispose of in a legal manner
- Pour concrete slab in accordance with manufacturer's recommendations.
- Install new generator in accordance with manufacturer's recommendations.
- Install switchboard, transfer switch, and all other electrical appurtenances in accordance with all applicable codes and ordinances.
- Restore site.

The CONTRACT DOCUMENTS may be examined at the following location:

Town Hall: Pittsboro, NC

Copies of the CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, Bid, General Site Information, Agreement, Notice of Award, Change Order, Special Provisions, Insurance Requirements, and Addenda (if issued) may be obtained at the office of the Engineer:

Town of Pittsboro

635 East Street

Pittsboro, NC 27312

Phone: (919) 542-4621

Fax: (919) 542-2310

Contract documents are available upon payment of $25.00 for each set. The plan deposit is non-refundable.

INFORMATION FOR BIDDERS

BIDS will be received by the Town of Pittsboro (herein called the "OWNER"), at the Conference Room at Town Hall at **3:00 p.m., on August 19, 2013** and then publicly opened and read aloud.

Each BID must be submitted in a sealed envelope addressed to Town of Pittsboro, 635 East Street, Pittsboro, NC 27312. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **Installation of Emergency Generator** and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the Project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER.

A mandatory pre-bid conference will be held on Monday, August 5, 2013 at 1:00 P.M. at the Wastewater Treatment Plant, 485 Small Street, Pittsboro, 27312. Bidders must be present to be considered for project award.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and BIDDER.

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 specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Information and data shown or indicated in the Contract Documents with respect to underground or other located utilities at or contiguous to the project site is based upon information provided by the owners of such utilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy and completeness thereof.

The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment are to be obtained and paid for by the CONTRACTOR.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract. All questions about the meaning or intent of the CONTRACT DOCUMENTS are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER shall be issued by Addenda to be mailed to all plan holders. Questions received less than 5 days before the bid opening may not be answered. Only questions answered by written formal Addenda will be binding. Oral or other interpretations or clarifications shall be without legal effect.

The party to whom the Contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request within 5 days of the Bid Opening. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award may be made to the lowest responsible BIDDER.

All applicable electrical codes, 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 and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the SPECIAL PROVISIONS.

The low BIDDER must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the OWNER.

The ENGINEERS are: **Town of Pittsboro**

635 East Street

Pittsboro, NC 27312

Phone: (919) 542-4621

Fax: (919) 542-2310

The PROJECT MANAGER is: **Fred Royal, P.E.**

BID

Proposal of _____ (hereinafter called the "BIDDER"), organized and existing under the laws of the State of North Carolina and doing business as a _____*.

To the **Town of Pittsboro** (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, the BIDDER hereby proposes to perform all Work for the construction of the **Installation of Emergency Generator** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of $500.00 each consecutive calendar day thereafter as provided in the Special Provisions.

BIDDER acknowledges the receipt of the following ADDENDUM:

_____

_____

Insert "a corporation", "a partnership", or "an individual" as applicable.

COST TABLE

Item Description	Unit of Measure	Estimated Quantity	Lump Sum Price
Kohler or Generac Generator (delivered and set)	LS	1	
Automatic Transfer Switch (ASCO Brand)	LS	1	
Transfer Switch Panel Enclosure	LS	1	
Remove existing generator and fuel tank from plant	LS	1	
Labor	LS	1	
Conduit and wire.	LS	1	
Concrete Pad	LS	1	
Diesel fuel (full tank) w/ stabilizer	LS	1	
Lights (2x 4' LED), 2x 110 receptacles,	LS	1	

Total Project Cost

GENERAL SITE INFORMATION

Location: Town of Pittsboro WWTP, 485 Small Street Pittsboro N.C. 27312
Town's wastewater plant operates on 230 volt 3ph power supply by Duke Energy. Power enters the plant site via overhead transmission lines, plant has 300KW transformer bank that was upgraded from 150KW April 19, 2012.

Power travels into plants Main Lug Panel

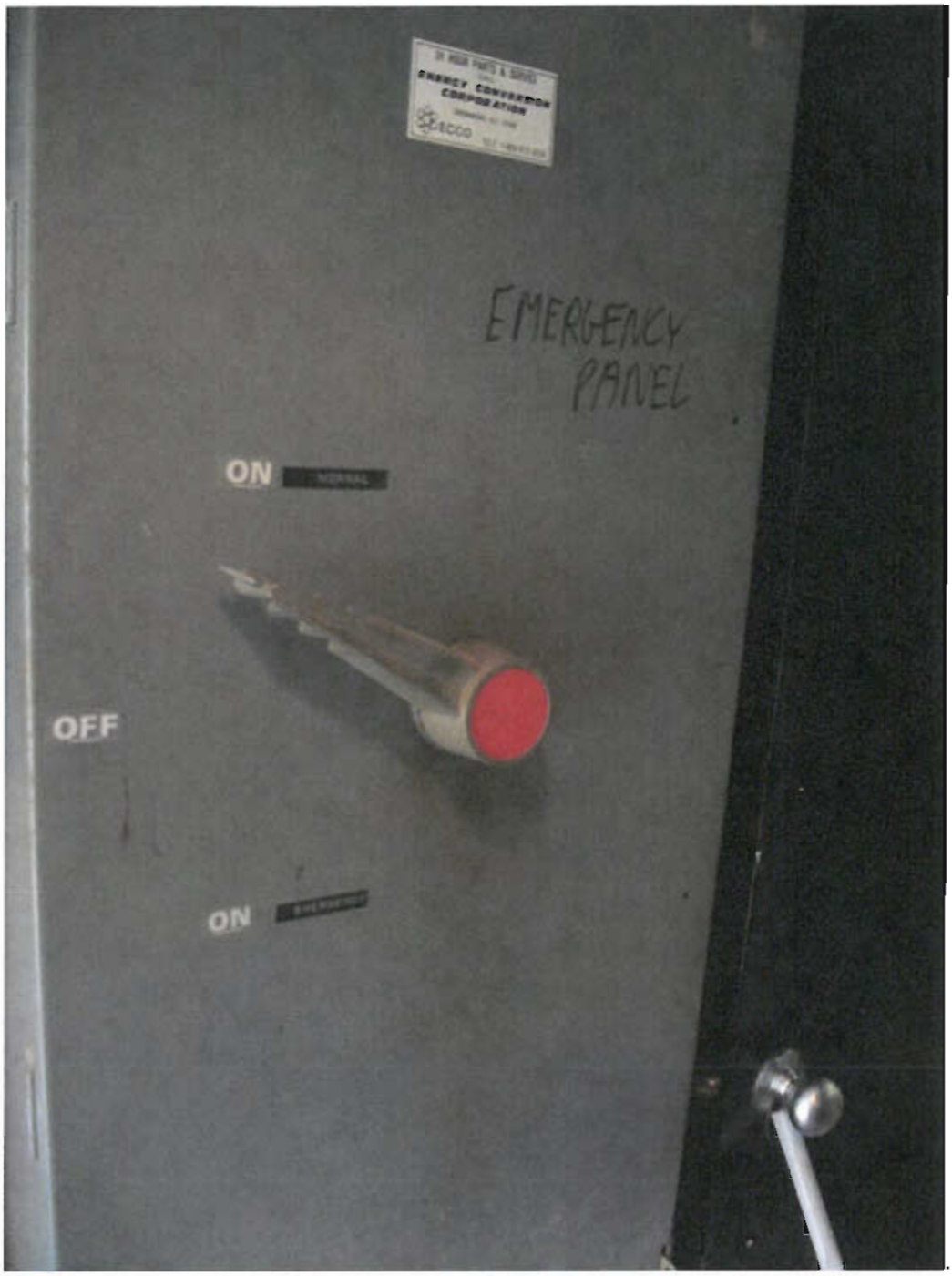
Via three weather heads.

From lug panel, power (A) travels to plants (MDC) Motor Distribution Center via underground conduit located in generator room.

Power (B) travels by underground conduit to EQ basin control panel. Power (C) travels via underground conduit to plants reclaim water system located at the southeast side of EQ basin 1.

The plant operates two generators for backup power needs, one offers limited power to the plants treatment operation. The generator shown here is to be removed.

The second generator offers power to the EQ basins, pumps, and UV system. The generator shown here is to remain.



Scope of this project is to replace the plants manual operated generator, fuel tank, and transfer switch. The generator (to be removed) is housed inside the building along with manual switchgear.

The new generator will be set on a poured, concrete pad by contractor on the North side of the building, beside Lug Panel and parking area. See grassy area next to the lug panel.

New auto switchgear will be installed on the East side of building in place of the junction box shown. The new generator will be sized by the contractor for additional loading that the existing generator does not provide. (See Load Sheet). The Town of Pittsboro requests that the new generator be specified as Kohler or Generac power unit, with an ASCO Power Transfer Switch.

Plant horsepower and load is provided on the following spreadsheet, and will be the responsibility of each bidder to determine the size needed for the given load and operating conditions. Load and size information will be reviewed by Town Staff for approval.

LOAD SHEET

Pittsboro NC Wastewater Treatment Plant

Generator Load	HP	Amps	Starting	Restart/Start cycle
Bar Screen	1	2.5	Crossline	Instant
Influent Pump -A		0	VFD	Delayed start
Influent Pump-B	30	75	VFD	Delayed start
Clarifier -1	1	2.5	Crossline	Instant
Clarifier- 2	1	2.5	Crossline	Instant
Blower 1	20	50	Crossline	Delayed start
Blower 2	40	100	Crossline	Delayed start
Blower 3	20	50	Crossline	Delayed start
Blower 4	40	100	Crossline	Delayed start
Sand filter compressor	10	25	Crossline	Instant
Sand filter compressor		0	Crossline	Instant
Chemical Feed Pumps	0.5	1.25	Crossline	Instant
Reclaim Pump Station	40	100	Crossline	Reduced voltage starter
Digester Blower			Crossline	Instant
Digester Blower	20	50	Crossline	Instant
Waste pump-1	3	7.5	VFD	To be started
Waste pump-2		0	VFD	To be started
Drum Thickner	0.75	1.875	Crossline	To be started
Lighting, Lab, misc.	10	25	120v	Instant
Total	237.25	593.125		
	HP	Amperage		

(Notes) Influent Pumps, waste pumps, sand filter compressor: only one motor runs at a time
Blowers 1,2,3,4 stage on/off controlled by PLC, all four run if needed, with delayed starts
Amps based on 2.5 amps per/HP on 230 volt 3 phase power.

AGREEMENT

THIS AGREEMENT, made this _____day of _____, 20___ by and between Town of Pittsboro, hereinafter called "OWNER", and _____, doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned:

1. The CONTRACTOR will commence and complete the installation of an **Emergency Power Generator.**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within ten (10) calendar days and will complete the same within 30 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **$** _____ as shown on the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A) ADVERTISEMENT FOR BIDS

   B) INFORMATION FOR BIDDERS

   C) ADDENDA (IF REQUIRED)

   D) BID

   E) COST TABLE

   F) GENERAL SITE INFORMATION

   G) LOAD SHEET

   H) AGREEMENT

   I) NOTICE OF AWARD

   J) CHANGE ORDER

   K) CERTIFICATE OF INSURANCE

   L) SPECIAL PROVISIONS prepared or issued by Town of Pittsboro, 635 East Street, Pittsboro, North Carolina 27312.

6. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the SPECIAL PROVISIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

Town of Pittsboro (SEAL)
OWNER

BY

NAME

Town Manager
TITLE

ATTEST

NAME

TITLE

(SEAL)
CONTRACTOR

BY

NAME

ADDRESS

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

ATTEST

Signature of Finance Officer

NAME

TITLE

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated _____ and information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

If you fail to execute said Agreement within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgement copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 2013.

_____

OWNER

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: _____
this _____ day of _____, 2013.

BY: _____ TITLE _____

CHANGE ORDER

ORDER NUMBER: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

DATE: _____

AGREEMENT DATE: _____

The following change are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: $_____

Original CONTRACT PRICE: $_____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $ _____

The CONTRACT PRICE due to this CHANGE ORDER will be increased by $ _____

Change to CONTRACT TIME: _____Days

The CONTRACT TIME: _____Days

The date for completion of all WORK will be _____ (Date).

Approvals Required

To be effective, this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required.

Requested by _____

Contractor

Accepted by _____

Town of Pittsboro

SPECIAL PROVISIONS

01. **SUMMARY OF WORK**:

The Contractor shall furnish all labor, materials and equipment necessary to complete the project. The project includes, but is not limited to, the following major items:

- Grade and construct form
- Pour concrete slab
- Deliver and install of an emergency generator sized for the given load (Must include exhaust that meets federal and state requirements)
- Install automatic transfer switch, switchboard and required conduit and service lines
- Remove existing emergency generator from building and plant, including diesel tank and transfer switch. Dispose of in a legal manner
- Removal of existing manual transfer switch
- Installation of lights and receptacles in building after old generator is removed (2 each)
- Controls by others

02. **SEQUENCE OF WORK**:

The Contractor shall conduct the project by the following general sequence of work. Modifications to this sequence shall first be approved by the Engineer.

1) Project kick-off meetings
2) Obtain all necessary approvals and permits
3) Pour concrete slab, install new generator, and automatic transfer switch and all other required wiring, conduit, and appurtenances
4) Install load selection controls (by others)
5) Transfer operation from old to new generator
6) Remove and dispose of old generator, manual transfer switch, and diesel tank from plant in a legal manner
7) Install receptacles and lights in building
8) Restore site

03. **ENGINEER'S DRAWINGS (EXISTING CONDITIONS)**:

(AVAILABLE FOR VIEWING AT PRE-BID MEETING)

The intent of the project is to replace an old, existing emergency generator at the WWTP while maintaining service to the plant. The provided site plan depicts the current understanding of the electrical system, and are intended as a guideline only for the location of electrical lines and associated equipment.

The site plan presents current and existing conditions of buried utilities with approximate accuracy based on visual observations and schematic utility drawings. No guarantee is made as to the accuracy of the information presented. The contractor is responsible for determining the location of all applicable utilities.

Specific conditions may differ from those shown in the site plan. The proposed electrical system improvements shown and described are the basis of the scope of work and the Schedule of Bid Items. The work depicted in the is intended as a guideline for the electrical system improvements at the WWTP. The specific scope of work may vary given the actual conditions observed. The Contractor and Owner shall work together as described herein to formulate a plan.

The Contractor shall perform a thorough investigation prior to beginning work. The investigation shall include, at a minimum, the following:

- Thorough utility locating work and observation of potential construction conflicts
- Investigation of all electrical lines and connections that may be affected by the work

- Identification of all actual electrical load that will be added to the new generator

04. **CONTRACTOR PROJECT MANAGER**:

The Contractor shall provide a Project Manager to manage this contract throughout its duration. The Project Manager shall have experience managing work similar to the work performed under this contract. The Project Manager's responsibilities shall include, but not be limited to, the following:

- Be the contractor's main point of contact for the Owner and the Engineer
- Attend all project meetings
- Coordinate and direct all work
- Coordinate and manage all subcontractors
- Coordinate with other utilities
- Coordinate and submit required schedules and submittals to owner
- Prepare payment applications and record drawings
- Provide required project documentation
- Ensure that all work meets all Contract requirements

05. **CONTRACTOR FIELD SUPERINTENDENT**:

The Contractor shall provide a Project Field Superintendent to supervise and direct the daily operations of the work performed under this contract. The Project Superintendent's responsibilities shall include, but not be limited to, the following:

- Be a "Competent Person" and be ***full-time on site during all significant installation activities***, including those of any subcontractor, and shall be the main point of contact for the Engineer in the field
- Coordinate all work and work schedules with the Engineer on site
- Supervise all field work including primary contractor and all subcontractors
- Review quantities for monthly payment applications with the Engineer on site
- Ensure that all work meets all Contract requirements
- Attend all project meetings

06. **WORK SCHEDULE**:

The Contractor shall develop a detailed project schedule, including each major work task to be completed and dates for starting and completing each work task. The project schedule shall meet all requirements specified herein, including working hours and sequence of work. The Contractor shall submit the project schedule to the Engineer prior to the pre-construction conference so that it may be reviewed and discussed at the pre-construction meeting. The project schedule shall be updated to reflect changes based on actual work progress, weather delays, or other factors.

The Contractor shall submit a weekly work schedule for the upcoming week every Friday. The schedule shall define all construction activities for the week.

07. **WORKING HOURS**:

Generally, normal working hours in the Town of Pittsboro shall be considered 7:00 AM to 5:00 PM, Monday through Friday, except for holidays. Exceptions to the normal working hours must be requested in writing one week in advance of the event(s). All utility services affected by the work shall be restored by 5:00 PM each day.

08. **CONSTRUCTION SUBMITTALS**:

Contractor shall provide three (3) copies of all construction submittal data for review and approval. Submittals shall include at a minimum: (1) the manufacturer's name, (2) type of material, (3) ASTM, ANSI, AWWA or other quality standard listings, and (4) pressure class, if applicable. If the materials do not meet the quality standards specified, the submittals will be rejected and other materials submitted as specified. Approval of all products and materials must be obtained prior to

commencing construction. An approved set of submittals and shop drawings shall be maintained on site for the duration of construction and available for review upon request.

09. **CONNECTIONS, DISCONNECTIONS, AND TIE-INS**:

The Contractor shall coordinate all connections, disconnections, and tie-ins with the Owner and the Engineer at least 48 hours in advance. The Owner's representative shall be present for all connections, disconnections, and tie-ins. Damage or disruptions caused by the Contractor's failure to abide by this requirement shall be repaired or remedied at the Contractor's expense.

10. **EROSION CONTROL AND VEGETATIVE COVER**:

Erosion control shall be considered incidental to the performance of the Project, except where pay items for erosion control measures are provided in the Bid Schedule. The Contractor shall be responsible for maintenance of the construction site. The Contractor is instructed to control sedimentation and run-off with methods approved by the Engineer during the course of construction of the Project. Excessive runoff, erosion or sedimentation will not be tolerated and must be immediately cleaned up by contractor.

Upon completion of construction activities (or portions thereof), a suitable vegetative cover shall be established (where applicable) along any areas denuded during construction. The Contractor shall be responsible for ensuring that a suitable stand of grass is established, even if it requires mulch and tack, watering or soil amendments as needed.

11. **REINSPECTION FEES**:

In the event that the Engineer or owner must perform re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor, the contractor shall compensate the Owner for such additional services. This compensation may be obtained by deduction from payment(s) to the Contractor.

12. **LIQUIDATED DAMAGES**:

The Contractor should note that time is of the essence for this project. If the project remains incomplete after the established time of completion, the liquidated damages sustained by the Owner shall be $500 per day. The Contractor will be liable for additional inspection costs incurred by the Owner for the time by which contract time is exceeded.

13. **PROPERTY PROTECTION**:

The Contractor shall be responsible for performing work in a safe and orderly manner. The Contractor shall not damage public or private property. Damage to property caused by the Contractor's actions shall be repaired to original condition at the Contractor's expense. This shall include but is not limited to asphalt, trees, shrubs, landscaped areas, retaining walls, mailboxes, fences, lampposts, signs, driveways and culverts. Waivers/Releases for any repairs to private property shall be obtained by the Contractor. The release shall be signed by the property owner and submitted to the Engineer.

Any damage to water mains, services, or other appurtenances shall be repaired at the Contractor's expense in accordance with the Town of Pittsboro Standards & Specifications.

The Contractor shall videotape all of the project area (streets, driveways, road shoulders, etc.) prior to starting work to establish a baseline condition and identify any pre-existing damage. One copy of the video should be submitted to the Engineer and a copy retained by the Contractor.

14. **MOBILIZATION**:

Mobilization consists of preparatory work for the movement of personnel, equipment, supplies and incidentals to the project site; obtaining all necessary insurances, the establishment of offices, buildings and other facilities necessary to

perform the project; and other costs incurred prior to beginning the project. **Mobilization shall not total greater than 2% of the total project cost.**

15. **UTILITY LOCATIONS**:

Utility locations shown on the plans are approximate and no guarantee or warranty is made as to accuracy or completeness. Prior to digging, trenching or excavation, the Contractor shall be responsible for locating in the field (prior to construction) all existing utilities including, but not limited to, water, sanitary sewer, storm drains, gas, cable, telephone, and power. Construction conflicts identified from this investigation shall be directed to the Engineer immediately.

16. **NOTIFICATION**:

The Contractor shall notify the Owner and Engineer at least 48 hours prior to beginning any construction work. Once the Contractor has begun construction, at least 48 hours notice shall be given prior to any sort of disruption to the electrical system.

17. **PAYMENT REQUESTS**:

Partial and final payment requests shall be submitted in accordance with these Special Provisions and also as follows. All pay requests shall be submitted to the Engineer by the 20th of each month in order to be paid by no later than the 15th of the following month. The Contractor shall review quantities with the Engineer's representative prior to submitting pay requests.

18. **RECORD DRAWINGS**:

The Contractor shall maintain, in readable condition at the job site, one complete set of working drawings or sketches/schematics and specifications for his work, including all shop drawings. Such drawings and specifications shall be available for use by the Owner or Engineer at all times. This set shall be marked, or notes acceptable to the Engineer provided on a daily basis, in order to reflect "as-built" conditions. Upon completion of the Project, this complete set of drawings, specifications and notes shall be returned to the Owner or his representative.

19. **WARRANTY**:

The Contractor shall guarantee all materials, workmanship and construction for a period of one year from the date of acceptance. During the warranty period, any defects, malfunctions or failures which affect the integrity or strength of the product or its ability to perform the task for which it was designed shall be repaired or replaced at the Contractor's expense.

20. **TOWN OF PITTSBORO STANDARD SPECIFICATIONS**:

All new components must comply with the Town of Pittsboro's and the Manufacturer's Specifications.

21. **COMPLETION TIME**:

Work shall be commenced with adequate forces and the Project shall be fully completed within 30 consecutive calendar days.

22. **CONTRACTOR REQUIREMENTS:**

The Contractor shall have experience as a prime contractor on emergency generator installation projects of size and scope similar to this project. References will be required with the bid submittal showing the experience with similar projects in the last 5 years for both the prime contractor and any major subcontractors. The prime contractor shall be required to self-perform a minimum of 25% of the work on the project.

23. **PROJECT MEETINGS**:

A **mandatory** pre-bid conference will be held on Monday, August 5, 2013 at 2:00 P.M. at Pittsboro Wastewater Treatment Plant. All prime Contractors are required to attend and subcontractors are encouraged to attend.

The Engineer shall schedule a pre-construction kick-off conference after the Notice of Award is submitted and after the review of the construction progress schedule submitted by the Contractor. The kick-off meeting shall be attended by representatives of Pittsboro Public Works Department, the Town of Pittsboro, the Contractor, the Engineer, and any other party the Owner may so designate. The purpose of the meeting shall be to establish project administrative criteria, review the Contractor's submittal requirement, discuss construction schedules and methods and other items that may be on any party's agenda.

The Engineer shall also schedule bi-weekly construction progress meetings during the execution of the contract.

Upon completion of construction, a pre-final inspection shall be scheduled. The purpose of this meeting will be the administrative aspects of the project close-out, including duties of acceptance, warranties, post construction services, final inspection, procedure for final payment, punch list items, etc.

24. **CONTRACT AWARD**:

The Owner reserves the right to award all or part of the work included in this project. The Owner also reserves the right to add up to 100% additional work with the Contractor's agreement.

25. **SAFETY REQUIREMENTS**:

The Contractor shall submit a health and safety plan, specific to this project, to the Owner and Engineer prior to beginning work. The Contractor and any subcontractors shall comply with the "Rules and Regulations Governing the Construction Industry" as promulgated for the Health, Safety and General Welfare of Employees by the Commission of Labor under North Carolina General Statutes, Section 95-131. In addition, the Contractor shall assume responsibility for and comply with the Department of Labor Safety and Health Act of 1970. Where the requirements of these acts are in excess of those requirements specified, the requirements of these acts shall govern.

26. **DELIVERY, STORAGE AND HANDLING OF MATERIALS**:

Materials shall be delivered, stored and handled in a manner to prevent damage. Materials shall be stored in a pre-approved open area on high, well-drained land not subject to flooding, mud or other means of contamination as directed by owner. Protection of stored materials shall be the responsibility of the Contractor. Materials shall be stored in a manner that maintains and protects the public safety. Materials damaged during delivery, storage or handling shall be the responsibility of the Contractor.

The Contractor is responsible for obtaining material storage areas and providing security of the materials. Private property may be used for storage only with the written permission of the property owner. If storage is on private property, the Contractor will not be released from obligations to the Owner until the property owner provides a written release for the use of the property. If private property is not used for storage, then storage shall be along existing easements and rights-of-way of the project and shall comply with all stipulations for the use of those easements or rights-of-way.

27. **CONCRETE SLAB INSTALLATION**:

A concrete slab shall be installed in accordance with the manufacturer's specifications. Concrete shall be installed using 4,000 psi mix or greater.

28. **WASTE MATERIALS AND CONSTRUCTION DEBRIS**:

All materials removed and replaced during construction shall become the property of the contractor. The Contractor shall properly dispose of all removed materials and construction debris in compliance with all applicable laws and regulations.

29. **PROGRESS PAYMENTS:**

A. *Applications for Payments:*

Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another located agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

B. *Reduction in Payment:*

Owner may refuse to make payment of the full amount recommended by Engineer. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

30. **FINAL INSPECTION:**

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

31. **FINAL PAYMENT:**

A. *Application for Payment:*

After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for final payment following the procedure for progress payments.

32. **WAIVER OF CLAIMS**

A. *The making and acceptance of final payment will constitute:*

1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

Attachment 1: Insurance Requirements

These Supplementary Conditions amend or supplement the Special Provisions of the Construction Contract. All provisions, which are not so amended or supplemented, remain in full force and effect.

Contractor's Liability Insurance

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by the Town of Pittsboro:

1. Workers' Compensation, and related coverages:
   a. State: Statutory
   b. Applicable Federal (e.g., Longshoreman's): Statutory
   c. Employer's Liability: $1,000,000

2. Contractor's General Liability shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

   a. General Aggregate $2,000,000

   b. Products – Completed Operations Aggregate $2,000,000

   c. Personal and Advertising Injury $2,000,000

   d. Each Occurrence $1,000,000
      (Bodily Injury and Property Damage)

   e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

   f. Excess or Umbrella Liability

   o General Aggregate $3,000,000

   o Each Occurrence $3,000,000

3. Automobile Liability:

   a. Bodily Injury:
      Each person $_____
      Each Accident $_____

   b. Property Damage:
      Each Accident $_____

      [or]

   c. Combined Single Limit of $1,000,000

4. The Contractual Liability coverage shall provide coverage for not less than the following amounts:

   a. Bodily Injury:
      Each person $1,000,000
      Each Accident $1,000,000

b. Property Damage:

Each Accident	$1,000,000
Annual Aggregate	$1,000,000

5. Town of Pittsboro Insurance Specification:

5.1.1 Worker's Compensation and Employers' Liability Insurance

The Contractor and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Contractor and his Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors.

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation Laws, workers' or workmen's compensation disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance.

Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

Coverage A: Statutory, State of North Carolina
Employers' Liability: Each Accident $1,000,000
Disease – Policy Limit $1,000,000
Disease – Each Employee $1,000,000

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

5.1.2 Automobile Liability Insurance

The Contractor shall procure and maintain automobile insurance against liability for bodily injury and property damage as described below, that may arise with respect to the Work being performed under the Agreement, and as will provide protection from claims which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Agreement, whether such performance of the Work is by the Contractor, by any representative or Subcontractor, by anyone, both officially and personally, directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

This policy of insurance shall carry the following minimum Limit of Liability: Combined Single Limit $1,000,000

The policy of insurance shall contain or be endorsed to include the following:

a) owned, hired, and non-owned automobile liability.

b) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.

5.1.3 General Liability

This policy must be written on an Occurrence basis, with the following minimum Limits of Liability:

General Aggregate per project $2,000,000.00
Products/Completed Operations Aggregate $2,000,000.00
Bodily Injury and Property Damage csl/each occurrence $1,000,000.00
Personal Injury and Advertising Injury $2,000,000.00

The policy of insurance shall contain or be endorsed to include the following:

a) Blanket Contractual Liability covering Contractor's indemnification obligations under this Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
b) Premises/Operations Liability.
c) Explosion, collapse, and underground fault.
d) Independent Contractors and Independent Subcontractors coverage.
e) Broad Form Property Damage.
f) Personal Injury
g) Cross Liability/Severability of Interest clause.
h) Employer's Stop-Gap Liability endorsement, if applicable.
i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.
j) Designated General Aggregate Limit Endorsement if required.

Coverage shall remain continuously in effect and without interruption for at least 6 years from the date of the Notice of Award and shall include coverage for exposures arising from operations that have been completed. The Contractor shall furnish the Owner and each other additional insured listed in the Agreement to whom the Certificates have been issued, evidence satisfactory to the Owner of continuation of such insurance at the date of Preliminary Acceptance and each year thereafter.

5.1.4 Pollution Legal Liability (PLL)

Pollution Legal Liability coverage will be provided if required.

5.1.5 Umbrella Liability

The Contractor shall maintain and occurrence basis (as distinguished from a "claims made" basis) Umbrella Liability policy over the underlying General Liability, Automobile Liability, and Employer's Liability, with the following limits of liability.

Each Occurrence $3,000,000
Aggregate $3,000,000

On a fully insured basis such coverage will be subject to a deductible no greater than $10,000 per occurrence where coverage is not provided by the underlying insurance, but is provided by the Umbrella Liability policy.

The Contractor may use any combination of primary and umbrella insurance policies to comply with the insurance requirements, provided the resulting insurance is equivalent to the insurance stated herein.

All Occupational Disease exclusions must be deleted. Any Pollution Exclusion must be amended to allow coverage for bodily injury or property damage caused by spill, upset, overturn, heat, smoke, or fumes from a hostile fire.

5.1.6 Property Insurance

The Contractor shall purchase All Risk Property Insurance on a Completed Value Form in the names of the Owner, Contractor, Subcontractors, and sub-subcontractors as their interests may appear with limits as follows:

a) Full insurance value of the Work, or
b) Amount equal to the Contract Price for the Work, whichever is higher.

The Contractor is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Contractor and/or Subcontractor(s) in the performance of the Work. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

6. Town of Pittsboro to be included on policy as additional insureds.