

TOWN OF WILLIAMSTON  
REGULAR BOARD OF COMMISSIONERS MEETING  
WILLIAMSTON TOWN HALL  
102 E. MAIN ST., WILLIAMSTON NC 27892  
MONDAY, OCTOBER 7, 2024, 5:30 P.M.  
AGENDA

\*\*Times listed are estimates only. Do not rely on listed times for when these items will be addressed. It is noted that items may be addressed earlier or later than the estimated times shown on this agenda.

<u>Agenda Item</u>	<u>Time **</u>	<u>Action</u>	<u>Page(s)</u>
<b><u>I Mayoral Procedures</u></b>			
(1) Call to Order	5:30		
(2) Pledge of Allegiance	5:31		
(3) Opening Prayer	5:33		
<b><u>II Discussion/Adjustment to the Agenda</u></b>	5:34	X	
(Please include removal and transfer of any Consent Agenda items from Consent Agenda to Regular Agenda that need full discussion)			
<b><u>III Consent Agenda</u></b>	5:35	X	
(These items may be adopted with a single motion, second and vote. However, any Governing Board Member may request removal of any item or items for full discussion.)			
(1) Regular Board Meeting Minutes of September 9, 2024			1-5
(2) Special Called meeting Minutes of September 23, 2024			6
(3) Special Called meeting Minutes of September 25, 2024			7
(4) Budget Amendment – STRAP Project			8
(5) Budget Amendment – LWCF Grant			9
<b><u>IV Appoint Travis Cowan as Town Administrator</u></b>	5:36	X	
<b><u>V Appoint and Swear Beth Coltrain as the Williamston Chief of Police</u></b>	5:38	X	
<b>Judge Regina Parker</b>			
<b>Short Break to congratulate Chief Coltrain</b>	5:40		
<b><u>V Public Comment</u></b>	5:50		
<b><u>VII Old Business</u></b>			
(1) Lens Lock Agreement <u>Chief Coltrain</u>	6:05	X	11-21
(2) Consider River Walk Construction Contract <u>Rivers and Associates</u>	6:10	X	22-131
<b><u>VIII New Business</u></b>			
(1) MCNC Agreement <u>Shay Baggett</u>	6:15	X	132-162

The Town of Williamston usually holds all public meetings in the assembly room but provides an alternate space on the first floor for those with disabilities. Any individual with a disability who desires to attend the meeting should call 252-792-5142 as early as possible prior to any meeting.

Note: Please turn off any cell phones, etc. during this meeting. Thank you for your cooperation.

(2) Community Garden Discussion <u>Allen Overby</u>	6:20		164-171
(3) Consider accepting bid for Street Paving <u>Stacy Stalls</u>	6:25	X	174-182
(4) Appointment to the MCRWASA Board <u>Travis Cowan</u>	6:30	X	183
<b>VIII <u>Department Head Reports</u></b>	6:32		
Planning			
Finance			
Police			
Parks & Recreation			
Public Works			
Fire			
X <b>Final comments from Eric Pearson</b>	7:00		
X <b><u>Adjourn Regular meeting</u></b>	7:05		
<b>Information attachments</b>			
Budget to Actual as of September 16, 2024			184-205
LWCF Contract Amendment			206-207

**This meeting is open to the public virtually. If you wish to make comments during the meeting, please forward questions or comments to [jescoabar@townofwilliamston.com](mailto:jescoabar@townofwilliamston.com) or written statements to Town of Williamston, 102 East Main Street, Williamston, NC in advance. You may still speak at the meeting but written comments will ensure they understand in case of technical difficulties.**

If you would like to listen and have input during the Public Hearing and Public comment sections, please follow the instructions below:

Please join our meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/360529277>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (872) 240-3212

- One-touch: tel:+18722403212,,360529277#

Access Code: 360-529-277

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MINUTES OF THE MEETING OF  
THE TOWN BOARD OF COMMISSIONERS  
TOWN OF WILLIAMSTON, NC

Page 1

September 9, 2024

The Board of Commissioners of the Town of Williamston met in a regular called meeting on Monday, September 9<sup>th</sup>, 2024, at 5:30 p.m. at the Town Hall Assembly Room at 102 East Main Street, Williamston, NC.

**PRESENT** Mayor: Dean McCall  
Commissioners: Alton Moore, Ruth Coffield, Anthony Gianpoalo, Glinda Fox, and David Richmond  
Town Administrator: Eric Pearson  
Town Clerk: Jackie Escobar  
Police Chief: Travis Cowan  
Police Captain: Beth Coltrain  
Public Works Director: Stacy Stalls  
Planning and Zoning Administrator Andrew Brownfield  
Planning and Downtown Marketing Coordinator: LaShonda Cartwright  
Fire Chief: Michael Peaks  
Parks and Recreation Director: Allen Overby  
Finance Officer: Mandy Bullock  
Town Attorney: Watsi Sutton

**ABSENT**

**CALL TO ORDER AND INVOCATION**

Mayor Dean McCall called the meeting to order. First, Commissioner Gianpoalo led the pledge of allegiance, and then Commissioner Coffield offered the invocation.

**AGENDA APPROVED**

*Commissioner Moore moved, Commissioner Gianpoalo seconded, and the regular agenda was unanimously amended to add Public Comment after the Consent Agenda.*

**CONSENT AGENDA**

Commissioner Gianpoalo requested that Item 3: Budget Amendment—Chamber Calendar Year 2024 Allocation 11 be moved to Old Business Item 2. *Commissioner Moore moved it, seconded it by Commissioner Richmond, and unanimously amended the consent agenda.*

Items approved in the Consent Agenda are as follows:

- (1) Regular Board Meeting Minutes of August 5th, 2024, 1-8
- (2) Special Called meeting of September 3rd, 2024 9-10
- (3) ~~Budget Amendment—Chamber Calendar Year 2024 allocation 11~~

<del>Undesignated Fund Balance</del>	<del>\$2,500</del>
<del>Martin County Chamber</del>	<del>\$2,500</del>
	\$2,500

- (4) Budget Amendment – Destination by Design 12
  - Contingency \$50,000
  - Destination by Design \$50,000
  - \$50,000

- (5) Budget Amendment – Destination by Design 13
  - Undesignated Fund Balance \$50,000
  - Destination by Design \$50,000
  - \$50,000

- (6) Public Records Policy

### **PRESENTATION OF SAFETY AWARDS**

The Fire Chief presented the annual Safety Awards issued by the Department of Labor.

<b>DEPARTMENT</b>	<b>AWARD</b>	<b>NUMBER OF CONSECUTIVE YEARS</b>
FIRE/RESCUE & EMS DEPARTMENT	Silver	1
POLICE DEPARTMENT	Gold	1
WATER/SEWER PIPELINE CONSTRUCTION DEPARTMENT	Gold	3
SANITATION DEPARTMENT	Gold	6
PUBLIC WORKS ADMINISTRATION DEPARTMENT	Gold	7
ADMINISTRATION DEPARTMENT	Gold	12
GARAGE MECHANICS DEPARTMENT	Gold	12
ZONING DEPARTMENT	Gold	12
CEMETERY DEPARTMENT	Gold	13
STREET AND ROAD MAINTENANCE	Gold	13

### **OLD BUSINESS**

#### **Tax Settlement 2023**

The Tax Collector presented the NC Ad Valorem Tax Settlement as of June 30th, 2024, in accordance with G.S.105-373(a). Tax collections and deductions for the 2023 levy were 87.910%. The Tax Collector requested that the report be approved and accepted as a settlement of the 2023 Advalorem Tax Levy. She noted she would continue to make every effort to collect those unpaid real and personal property taxes that amount to **\$244,584.15** on June 30th, 2024. The Tax Collector noted that her collection rate would've been 93.446% if not for the hospital, old middle school, and lot cleanings unpaid taxes. *It was moved by Commissioner Fox, seconded by Commissioner Moore, and unanimously accepted the NC Ad Valorem Tax Settlement.*

#### **Budget Amendment – Chamber Calendar Year 2024 allocation 11**

The Town Administrator reported that the budget amendment was for a commitment of \$2,500 made to the Chamber of Commerce in the 2023-2024 Budget. Commissioner Gianpoalo questioned if the Chamber of Commerce submitted the correct documentation and followed the necessary steps to qualify for the allocation. The Town Administrator noted that the Board of Commissioners approved the allocation appropriately. However, the Board did not require nonprofit funding applications at that time. *It was moved by Commissioner Moore, seconded by Commissioner Richmond, and unanimously approved the Budget Amendment – Chamber Calendar Year 2024 allocation 11.*

### **NEW BUSINESS**

#### **Capital Project Ordinance 2024-11 StRAP Grant**

The Finance Officer presented the Capital Project Ordinance 2024-11 StRAP Grant. The Finance Officer noted that the project was in collaboration with the Martin County Division of Soil & Water Conservation through the North Carolina Department of Agriculture and Consumer Services grant to clear debris, fallen trees, and beaver habitats in channels affecting water drainage. The clearing of waterways and channels serves to prevent flooding caused by hurricanes and other natural disasters. The proposed areas of channel clearing include Back Swamp and Skewarkee Gut drainage basins. Commissioner Moore questioned if the project would address the issues near the West Main Street and McCaskey Road intersection. The Public Works Director noted he would be happy to ask if the project would include that section. *Commissioner Moore moved it, seconded by Commissioner Coffield, and unanimously approved the Capital Project Ordinance 2024-11 StRAP Grant. Ordinance 2024-11 is hereby attached with the meeting minutes and incorporated in the Town's Ordinance Book for future reference.*

### **Ordinance 2024-08 Close Main Street for the Christmas Parade**

The Parks and Recreation Director reported that the Ordinance to Close Main Street for the Christmas Parade was required by the NC Department of Transportation to close the street. The Parks and Recreation Director reminded the Board that the Christmas Parade was scheduled for Saturday, November 23rd, 2024, at 11 am. *Commissioner Richmond moved it, seconded by Commissioner Coffield, and unanimously approved Ordinance 2024-08 Close Main Street for the Christmas Parade. Ordinance 2024-08 is hereby attached with the meeting minutes and incorporated in the Town's Ordinance Book for future reference.*

### **Lenslock Agreement for Body and Car Cameras**

The Police Captain informed the Board that body and dash cameras are a valuable tool. The department had spoken of slowly transitioning from Motorola Watchguard to another camera vendor. However, staff agreed that the budget could support a complete transition. With the Attorney's suggestion, staff will seek proposals for camera vendors. The Attorney noted she did not have issues with the presented Lenslock agreement but did require a proper bidding process due to the contract amount. The Town Attorney recommended that the Board approve electronic advertising to expedite the process. *It was moved by Commissioner Gianpoalo and seconded by Commissioner Moore. It approved electronic advertising to request proposals for a camera vendor.*

## **DEPARTMENTAL REPORTS**

### **Planning**

The Planning and Zoning Administrator reported:

- Number of Code Enforcement citations for the month: 82
  1. 18 Town Resolved
  2. 36 Owner Resolved
  3. 18 Pending
- The Boardwalk Renovation project will go out for rebidding soon
  1. Staff complies with State bidding procedures to get a fair, equitable and affordable contractor for the project.
- Other grant updates
  1. RDED—The project submission deadline has been extended until January 9th. The Planning and Zoning will submit the required paperwork over the next few months.
  2. Staff is finalizing downtown planning with Destination by Design. Phase 2 design should be available by next month.
- The staff is currently working on finding a resolution for 126 W. Main Street. The property owner has been in contact with the Town and Contractors to resolve the issue privately.
- WDI Updates
  1. Stampede planning is nearing completion.
- a. At least 40 vendors have signed up already. More applications are pending.
- b. The Musician lineup is completed and has been posted on the Williamston Downtown Incorporated Facebook page.
- c. The official cut-off date for sign-ups will be the 15th of this month.
  2. The WDI Board expanded by adding a Vice Chairperson and Secretary position, and Board training is scheduled for October 9<sup>th</sup>.
  3. Final Concert Series event on September 20th in conjunction with the Martin County Arts Council
  4. The Small Shop on Main will celebrate its fifth anniversary. The store will be open on the 20th during the concert event. 17 South Concessions will park in front of the Small Shop to serve patrons and concert-goers

- Private investment is ramping up. The Downtown marketer held four meetings with investors, and the Planning Director held three. The Planning and Zoning Administrator noted he could not legally provide more information regarding potential private investors.
- Commissioner Fox questioned the old Holliday Inn process. The Planning and Zoning Administrator reported no current updates. However, he would follow up with the County Building Inspector.
- Commissioner Moore and Commissioner Coffield inquired about the current demolition process and a number of potential demolitions. The commissioners noted they would like 4 to 5 demolitions to occur per year. The Town Attorney noted that two demolitions were pending due to the lengthy legal process of contacting heirs and issuing proper notices. The Planning and Zoning Administrator noted he worked diligently on the two demolitions set out for him when hired but would look into other properties to begin the demolition process.
- Commissioner Moore requested notification when a new business will open in Town. He noted that he wished to have an answer for his constituents when asked.

### **Finance**

The Finance Officer reported:

- The Finance Officer added that the Town spent \$30,990 for lot cleanings last year and will most likely require a budget amendment for demolitions.
- Carr Rigg & Ingram Auditors visited Town Hall to begin the external audit process. Due to the amount of grant funds, the Town will once again qualify for a single audit.
- New staff in the Utility department will attend the Fundamental Property Tax Collection class through the School of Government.
- The Point & Pay integration will likely be live by October.
- The Town has partnered with Arctic Wolf for internal cybersecurity training.
- The Finance Officer was happy to report that the Town has 12 active capital improvement projects, eleven of which are grant-funded.
- Commissioner Fox questioned how many Town clean-ups are paid by the Town as opposed to the property owner. The Finance Officer quoted the Planning and Zoning Administrator's report that the property owner resolved 36 out of 82 code enforcement issues. The Finance Officer also noted that many who do not pay are repeat offenders who will eventually be turned over to Zacchaeus Law Firm for collection proceedings.

### **Police**

The Police Captain provided the following report:

- Community events included Sergeant Young visiting the EJ Hayes Alumni Center and Sergeant Pope attending the Martin County Sheriff's Back to School Event. Officers escorted the Holy Trinity Catholic Church's Eucharistic Procession.
- The department responded to 744 calls for service, including 112 incident reports and 49 arrests.
- The Captain informed the Board and the public that the Police Department had vacancies.

### **Parks and Recreation**

The Parks and Recreation Director reported:

- Summer sports programs were finished.
- The department held its annual Back to School event on August 10th.
- Ongoing sports include Baseball Camp, Martin County Youth Soccer Association season, Tackle Football season, volleyball, and fall softball.
- The department completed the closeout of the LWCF grant.
- Commissioner Fox questioned if there were any planned upgrades to the Skewarkee Rail Trail. The Parks and Recreation Director indicated that the department would be updating the fencing.

**Public Works**

The Public Works Director reported the following:

- The department was preparing for the Stampede weekend.
- Staff worked with Rivers and Associates on the Skewarkee Gut Rehabilitation Project.
- Staff would open bids for the 2024 Street Project **on Tuesday, September 17th, 2024.**

**Fire/Rescue**

The Fire Chief provided the following report:

- The Fire/EMS department responded to 259 calls proving to be the busiest year on record.
- Ten people applied for the three open positions, and seven were interviewed. The final selection will be available by the end of the week.
- The department would host a 9/11 memorial service at 8:30 am on September 11th, 2024.
- The department would implement Pit Crew CPR. Pit crew CPR is a model of cardiopulmonary resuscitation (CPR) that uses a team of emergency responders to provide high-quality chest compressions, early defibrillation, and airway support to a victim of sudden cardiac arrest. The model ensures the victim is fully supported and allows for a rapid response to cardiac arrest incidents.

There being no further business, *it was moved by Commissioner Moore, seconded by Commissioner Gianpoalo, and unanimously declared the meeting adjourned at 7:05 pm.*

Submitted By:

Approved By:

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Town Clerk

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Mayor

MINUTES OF THE MEETING OF  
THE TOWN BOARD OF COMMISSIONERS  
TOWN OF WILLIAMSTON, NC

September 23, 2024

The Board of Commissioners of the Town of Williamston met in a special meeting on Monday, September 23<sup>rd</sup>, 2024, at 6:00 p.m. at the Town Hall Assembly Room at 102 East Main Street, Williamston, NC.

**PRESENT** Mayor: Dean McCall  
Commissioners: Alton Moore, Ruth Coffield, David Richmond, Glinda Fox, and Anthony Gianpoalo  
Town Administrator: Eric Pearson  
Town Clerk: Jackie Escobar  
Human Resources: Martha-Brown Lilley

**ABSENT** Parks and Recreation Director: Allen Overby  
Fire Chief: Michael Peaks  
Public Works Director: Stacy Stalls  
Police Chief: Travis Cowan  
Police Captain: Beth Coltrain  
Finance Officer: Mandy Bullock  
Town Attorney: Watsi Sutton

**CALL TO ORDER AND INVOCATION**

Mayor Dean McCall called the meeting to order. First, Commissioner Richmond led the pledge of allegiance, and then Commissioner Coffield offered the invocation.

**CLOSED SESSION** – NC143-318.11(a)(6) to interview prospective candidates for Chief of Police and Town Administrator

*It was moved by Commissioner Richmond, seconded by Commissioner Coffield, to go out of regular session into closed session for NC143-318.11(a)(6) Employee Contract Discussion at 6:01 pm. The motion passed unanimously.*

*Commissioner Gianpoalo moved, seconded by Commissioner Fox, to move out of the closed session into the regular session at 9:20 pm. The motion passed unanimously.*

*There being no further business, it was moved by Commissioner Gianpoalo, seconded by Commissioner Richmond, and unanimously declared the meeting adjourned at 9:21 pm.*

Submitted By:

Approved By:

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Town Clerk

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Mayor



MINUTES OF THE MEETING OF  
THE TOWN BOARD OF COMMISSIONERS  
TOWN OF WILLIAMSTON, NC

September 25, 2024

The Board of Commissioners of the Town of Williamston met in a special meeting on Wednesday, September 25<sup>th</sup>, 2024, at 6:00 p.m. at the Town Hall Assembly Room at 102 East Main Street, Williamston, NC.

**PRESENT** Mayor: Dean McCall  
Commissioners: Alton Moore, Ruth Coffield, David Richmond, Glinda Fox, and Anthony Gianpoalo  
Town Administrator: Eric Pearson  
Town Clerk: Jackie Escobar  
Police Chief: Travis Cowan  
Police Captain: Beth Coltrain  
Town Attorney: Watsi Sutton

**ABSENT** Parks and Recreation Director: Allen Overby  
Fire Chief: Michael Peaks  
Public Works Director: Stacy Stalls  
Finance Officer: Mandy Bullock

**CALL TO ORDER AND INVOCATION**

Mayor Dean McCall called the meeting to order. He led the pledge of allegiance and then offered the invocation.

**CLOSED SESSION** – NC143-318.11(a)(6) to discuss employment contract issues with the prospective hire of the Town Administrator and the Appointment of the Chief of Police

*Commissioner Richmond moved, Commissioner Moore seconded, to go out of regular session into closed session for NC143-318.11(a)(6) Employee Contract Discussion at 6:06 p.m. The motion passed unanimously.*

*Commissioner Moore moved, seconded by Commissioner Gianpoalo, to move out of the closed session into the regular session at 6:37 pm. The motion passed unanimously.*

*Commissioner Moore moved, seconded by Commissioner Coffield, to hire Travis Cowan as the Town Administrator by contract. The motion passed unanimously.*

*Commissioner Moore moved, seconded by Commissioner Richmond, to hire Beth Coltrain as Police Chief by contract. The motion passed unanimously.*

The Mayor stated that the Town Board of Commissioners abided by the town's hiring policy by conducting thorough interviews with interested candidates and ensuring a fair evaluation process.

There being no further business, *it was moved by Commissioner Gianpoalo, seconded by Commissioner Richmond, and unanimously declared the meeting adjourned at 9:21 pm.*

Submitted By:

Approved By:

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Town Clerk

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Mayor

TO: Eric Pearson

Date Submitted: 10/7/2024

SUBJECT: Budget Amendment

Date of Council Action: 10/7/2024

I hereby request that the budget for the Capital Project Fund be amended, as set forth below, as permitted and authorized by the General Statutes of North Carolina.

The purpose of this amendment is to allocate additional grant funds for the StRAP project as awarded.

Account No	Title	Debit	Credit
Revenue Accounts:			
54.8100.4500	StRAP NC Dept of Agriculture Grant		\$ 9,031.00
			<u>\$ 9,031.00</u>
Expense Accounts:			
54.8100.6900	Contracted Services	\$ 9,031.00	
		<u>\$ 9,031.00</u>	

Department Head Mandy Bulluck

This request has been checked for proper account numbers and verified that the amendment is balanced. If the request is to record a grant's acceptance or amendment, the Finance Department has received a copy thereof and it appears to be in order.

Remarks: \_\_\_\_\_ X  
Yes No

Mandy Bulluck  
Finance Officer

ACTION OF TOWN ADMINISTRATOR

✓  
\_\_\_\_\_  
Approved for Council Action  
\_\_\_\_\_  
Disapproved  
\_\_\_\_\_  
Disapproved

[Signature]  
Administrator

TO: Eric Pearson

Date Submitted: 10/7/2024

SUBJECT: Budget Amendment

Date of Council Action: 10/7/2024

I hereby request that the budget for the Capital Project Fund be amended, as set forth below, as permitted and authorized by the General Statutes of North Carolina.

The purpose of this amendment is to increase LWCF grant funding for the Gaylord Perry Park Renovation and reduce funding from the General Fund.

Account No	Title	Debit	Credit
Revenue Accounts:			
42-6200-5802	LWCF Grant		\$ 222,642.00
			<u>\$ 222,642.00</u>
Revenue Accounts:			
42-6200-3800	Transfer from General Fund	\$ 222,642.00	
		<u>\$ 222,642.00</u>	

Department Head




This request has been checked for proper account numbers and verified that the amendment is balanced. If the request is to record a grant's acceptance or amendment, the Finance Department has received a copy thereof and it appears to be in order.

Remarks:

X  
Yes

No

  
Finance Officer

ACTION OF TOWN ADMINISTRATOR

 Approved for Council Action

Disapproved

  
Administrator

# Memo

**To:** Mayor and Commissioners

**From:** Chief Coltrian

**Date:** 10/2/24

**Re:** Lens Lock Agreement

Mayor and Board,

Body cameras and car cameras are a necessity in modern policing. They are our most utilized and valuable tool. The cameras document our every move therefore, they hold us accountable and protect us from false accusations- not to mention to importance the recordings have in each criminal case.

If you recall, I brought up changing our car and body camera vendor in January at the Board Retreat. During that time, we proposed incrementally integrating a new camera vendor. At the September meeting I brought it back before you, proposing a full implementation since the funds were available and our cameras are out of warranty.

After researching products and reviewing the purchasing policy, we selected Lenslock for our next camera vendor. Their products are similar to our original products that Motorola is phasing out. Their pricing is comparable to that of the current market. Lenslock is unique as their company is a sole source for unlimited outsourced redaction options as part of their mobile video service as well as a fully integrated camera service that includes body, in-car, and surveillance on a single digital evidence management platform. Lenslock is also part of National Purchasing Partners which is a cooperative purchasing agreement. I consulted with Attorney Sutton because Lenslock is a sole source company that has an agreement as a National Purchasing Partner, RFP is not necessary.

Lenslock offers a leasing-like payment option that allows us to pay a flat fee for five years that includes 27 body camera and 8 car cameras along with all the necessary hardware, software and licensing fees. At 30 months, we will have the option to continue with the current cameras or to renew our agreement and replace cameras. If we do not upgrade at 30 months, then we will finish out our 5 year agreement and simply own the cameras. If we are satisfied with the cameras and service, my plan would be to upgrade at the 30 month mark to maintain current products with warranty coverage.

There is enough money in the current Capital budget to pay for a full integration under the 5 year leasing plan. Since this is a leasing type of agreement that spans multiple budget years, I am requesting your approval to purchase these cameras.

**Recommendation:** Authorize the Police Department to enter into the 5 year agreement to purchase necessary body camera and car camera hardware, software, and licensing fees from Lenslock.



**LENSLOCK**

WE SERVE HEROES EVERY DAY™

## Williamston Police Department-NC

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LensLock Regional Manager

**Cory Bone**

Direct: 77-286-6706

Email: [CDB@LensLock.Com](mailto:CDB@LensLock.Com)

3550 Buschwood Park Dr., Suite 180

Tampa, FL 33618



**LensLock, Inc.**  
 3550 Buschwood Park Dr., Suite 180  
 Tampa, FL 33618  
 866-LENSLOCK  
 LensLock.com

Issued: August 22, 2024  
 Proposal Valid for 30 Days  
 Proposal Num: 024-133

Services: BWC & ICV  
 Payment Terms: Net 30 Days  
 Length of Service: 60  
 Commencement: October 1, 2024

**SHIP TO:**

Williamston Police Department-NC  
 100 South Haughton Street  
 Williamston, NC 27892  
 Customer ID # 024-133

Attention: Chief Travis Cowan

**SALES REPRESENTATIVE:**

Cory Bone Regional Manager  
 Phone: 770-286-6706  
 Email: CDB@LensLock.com

QTY	DESCRIPTION	UNIT PRICE	YEAR 1 COST	5 YEAR COST
<b>Body-Worn Cameras</b>				
25	Body Worn Camera - Gen 12.5 Full Time	\$899.00	\$22,475.00	\$112,375.00
2	Body Worn Camera - Gen 12.5 Admin / Spare	\$899.00	Included	Included
1	LensLock DSX Docking Station	\$0.00	Included	Included
1	On-Site Implementation (BWC)	\$1,895.00	Included	Included
1	Unlimited Data Storage Plan (BWC)	\$0.00	Included	Included
<b>In-Car Cameras</b>				
8	Hawk 6 In-Car Video System	\$1,899.00	\$15,192.00	\$75,960.00
8	BITS 3.0	\$99.00	Included	Included
1	Unlimited Data Storage Plan (ICV)	\$0.00	Included	Included
<b>Additional Equipment and Services</b>				
1	Shipping & Handling Fee	\$0.00	Included	Included
1	Software & Database Maintenance Fee	\$495.00	Included	Included
1	CAD Integration	\$0.00	Included	Included
1	Pro-Grade Outsourced Redaction	\$0.00	Included	Included
1	60 Month Hardware Guarantee	\$0.00	Included	Included
1	LensLock Combined Service Package Discount	20%	(\$7,533.40)	(\$37,667.00)
<b>SUBTOTAL:</b>			\$30,133.60	\$150,668.00
<b>SALES TAX</b>			\$2,109.35	\$10,546.76
<b>TOTAL:</b>			\$32,242.95	\$161,214.76

**Summary of 5-Year Payments**

Year	Due	Term Start	Term End	Amount
Year 1:	Product Delivery	10/1/24	9/30/25	\$32,242.95
Year 2:	Start of Term	10/1/25	9/30/26	\$32,242.95
Year 3:	Start of Term	10/1/26	9/30/27	\$32,242.95
Year 4:	Start of Term	10/1/27	9/30/28	\$32,242.95
Year 5:	Start of Term	10/1/28	9/30/29	\$32,242.95
<b>Grand Total</b>				<b>\$161,214.76</b>



LensLock, Inc.  
3550 Buschwood Park Dr., Suite 180  
Tampa, FL 33618  
866-LENSLOCK  
LensLock.com

**CLIENT:** Williamston Police Department-NC

**Chief Travis Cowan**

\_\_\_\_\_  
(Name - Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**VENDOR:** LensLock, Inc.

**Andrew Lynch - Executive Vice President**

\_\_\_\_\_  
(Name - Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**By signing this document, you agree to the LensLock  
Terms and Conditions outlined in the below link.**

**[LensLock Terms and Conditions](#)**

## LENSLOCK, INC. STANDARD TERMS & CONDITIONS

### EQUIPMENT & ONLINE SERVICES

1. Equipment. Under this business model, all Equipment is supplied to Client as part of the master agreement and vendor agrees to train, support, and instruct Client in the proper use of the Equipment. Client understands that ALL the LensLock Equipment described on page 2 of this Agreement is included.
2. Shipping Terms. Deliveries of Equipment, title and risk of loss is assumed by LensLock. Title to any software provided with Equipment remains with LensLock and/or its suppliers. Any claims for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate and not guaranteed. LensLock reserves the right to make partial shipments.
3. Intellectual Property. As between the parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of same, including creating any derivative works by Client or any third party, is strictly prohibited and violates Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to Client the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of the Agreement for purposes of access and use of the videos and audios produced by the Equipment and in compliance with the Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access to all Client video files for internal testing and quality control assurance purposes. It is understood that Client as a government agency is subject to public disclosure laws. In the event of a disclosure request LensLock will work with Client to ensure that any material proposed to be withheld based on proprietary grounds meets an available exemption in Washington law.
4. System Operation and Limitations. Equipment is connected to a digital recorder computer and Client shall not use the computer for any other purpose. Client shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from Client's Equipment for the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall endeavor to only release Client's data only to Client, upon Client's authorization, or by legal process. Telephone or internet access is not provided by LensLock and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like Equipment, and the foregoing are the Client's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.
5. LensLock Online Platform Services. Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which, LensLock or its designee central office, shall record and store the images and feeds from Equipment if such Equipment and Online Platform Services have been configured properly. Client acknowledges that signals transmitted from Client's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Client acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Client's computers if connected to the communication Equipment. Client authorizes LensLock to access the Client's accounts to input or delete data and programming in connection with the Online Platform Services. LensLock may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement, in event central station facility or communication network is nonoperational, or in event Client's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with local law requirements. LensLock may, but is not required to, update the Online Platform Services and any software in the Equipment that is capable of OTA updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. Client hereby grants LensLock a non-transferable, royalty-free license to use the data collected and stored within the Online Platform Services solely for Client's benefit and LensLock's internal purposes; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to LensLock and using commercially reasonable efforts to provide Client with the opportunity to seek a



protective order or the equivalent (at Client's expense). The parties agree to comply with the user terms and conditions set forth within the Online Platform Services and Privacy Policy therein.

6. Limited Warranty. The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit A (the "Performance Warranty"). Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as a "Defective Equipment". The Performance Warranty shall survive the termination and expiration of the Warranty Period only with respect to any valid claim made by Client by written notice to LensLock prior to termination or expiration of such Warranty Period.
7. System Testing. The parties hereto agree that the Equipment, once installed, is in the exclusive possession and control of Client, and it is Client's sole responsibility to test the operation of the system and to notify LensLock if any Equipment needs repair. Client agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing promptly after installation of any defect, error or omission in the Equipment or accessing the Online Platform Services.
8. Delete Data. Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming and LensLock shall not be required to service the Equipment and shall cease processing Online Platform Services. Unless otherwise paid for by Client under the terms of this Agreement, LensLock shall not be obligated to hold any Client video or audio stored on the Online Platform Services longer than ninety (90) days past the termination of this Agreement.
9. Data Ownership. Vendor hereby assigns without any requirement of further consideration all right, title, or interest the Vendor may have to the Client's Data, including any original, redacted version, and all metadata associated with Client data with all rights to the same. Vendor hereby agrees that the ownership of the data always belongs to the Client, including all associated CAD integrated metadata. Vendor shall not make use of the Client data for any commercial purpose, whether to the benefit of Vendor or a third party, unless approved in advance by Client in writing. Vendor may, from time-to-time, review Client data in order to professionally inspect video and audio quality of Client data. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. Vendor inspection details will appear in all audit reports in compliance with CJIS.
10. Court Order. Vendor shall seal any and all video records when ordered sealed by the Court.

## GENERAL

11. Governmental Entities. If Client is a governmental, municipal, or quasi-governmental entity, Client represents and warrants to LensLock that: (a) Client has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of Client's governing body, if legally required, to execute and deliver this Agreement and to carry out Client's obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by Client only for governmental or proprietary functions consistent with the scope of Client's authority and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) Client has funds available to pay fees until the end of its current appropriation period, and that Client intends to request funds to make payments in each appropriation period, from now until the end of the term of the Agreement.
12. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. LensLock may accept or reject purchase orders in its sole discretion. Client must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. In the event Client fails to pay Vendor any monies when due, Client shall pay the lower interest of 2 ½ % per month, or the amount allowed by applicable law from the date when payment is due on outstanding balances. In addition to all remedies available herein or at law, LensLock may suspend all services upon communication to Client for Client's failure to pay invoices when due.
13. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for a period as set forth on the page # 3 of the agreement, and if not indicated, then a period of five (5) years and shall automatically renew for one (1) year periods thereafter under the same terms and conditions, unless either party gives written notice of fee increases or either party intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term. If LensLock increases its fees pursuant to this section, Client may terminate this agreement upon ten (10) days written notice to LensLock. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost

based on remaining term of the agreement. Any amendments to this agreement shall be performed in writing and fully executed by both parties.

14. **Termination.** This Agreement may be terminated by either party at the end of each contract year in the event of a breach or a failure to comply with the terms and conditions of this Agreement, but only after the non-breaching party has provided notice of such breach to comply and such breach remains uncured for sixty (60) days after the breaching party received such notice, but in the event of non-payment, such cure period shall be reduced to five (5) days. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. Client is responsible for paying for Online Platform Services which were ordered for the remainder of the term. All payments are due within thirty (30) days of termination of this Agreement. If Client terminates this agreement pursuant to this section, Client will be refunded a pro rata share of the acquisition cost based on remaining term of the agreement.

15. **WARRANTY DISCLAIMER.**

a. LensLock does not represent nor warrant that Equipment or Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. Client acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that Client is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose, that there are no warranties which extend beyond those on the face of this Agreement, and that Client acknowledges that there may be more sophisticated Equipment of which Client may procure on the open market for the same purposes as Equipment.

b. **EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6 ABOVE, (A) LENSLOCK HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT IN CONNECTION WITH THE SERVICES AND EQUIPMENT, AND (B) LENSLOCK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

16. **Standard of Performance.** LensLock shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which LensLock is engaged.

17. **INSURANCE REQUIREMENTS.** Before beginning any services under this Agreement, LensLock, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the LensLock's bid or proposal. LensLock shall be fully responsible for the acts and omissions of its subcontractors or other agents.

a. **Workers' Compensation.** LensLock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by LensLock in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Client upon written verification that LensLock is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

b. **Commercial General and Automobile Liability Insurance.**

i. **General requirements.** LensLock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

ii. **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if LensLock has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

iii. **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
  2. Client, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the LensLock, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the LensLock. Coverage can be provided in the form of an endorsement to the LensLock's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
  3. For any claims related to this Agreement or the work hereunder, the LensLock's insurance covered shall be primary insurance as respects the Client, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents or volunteers shall be excess of the LensLock's insurance and non-contributing.
  4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
  5. LensLock agrees to give at least 30 days prior written notice to Client before coverage is canceled or modified as to scope or amount.
- c. Professional Liability Insurance.
- i. General requirements. LensLock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the LensLock's errors and omissions.
  - ii. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
    1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
    2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
    3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, LensLock must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
    4. A copy of the claim reporting requirements must be submitted to the Client for review prior to the commencement of any work under this Agreement.
- d. All Policies Requirements.
- i. Submittal Requirements. LensLock shall submit the following to Client prior to beginning services:
    1. Certificate of Liability Insurance in the amounts specified in this Agreement; and
    2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
  - ii. Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
  - iii. Deductibles and Self-Insured Retentions. Insurance obtained by the LensLock shall have a self-insured retention or deductible of no more than \$100,000.
  - iv. Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
  - v. Waiver of Subrogation. LensLock hereby agrees to waive subrogation which any insurer or contractor may require from LensLock by virtue of the payment of any loss. LensLock agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Client has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Client for all work performed by the LensLock, its employees, agents, and subcontractors.
  - vi. Subcontractors. LensLock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and LensLock shall ensure that Client, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

vii. **Excess Insurance.** If LensLock maintains higher insurance limits than the minimums specified herein, Client shall be entitled to coverage for the higher limits maintained by the LensLock.

e. **Remedies.** In addition to any other remedies Client may have if LensLock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Client may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order LensLock to stop work under this Agreement and withhold any payment that becomes due to LensLock hereunder until LensLock demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

18. **Complete Agreement.** This Agreement and any referenced terms herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. LensLock expressly limits acceptance of the Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from Client in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.
19. **Security Interest; Credit; Lien Law.** In order to secure all indebtedness or liability of Client to LensLock, Client hereby grants and conveys to LensLock a security interest in, and mortgages to LensLock all of Client's Equipment proceeds thereof. LensLock is authorized to file a UCC-1 statement. Client and any guarantor authorize LensLock to conduct credit investigations to determine Client's and guarantor's credit worthiness. LensLock or any subcontractor engaged by LensLock to perform the work or furnish material who is not paid may have a claim against Client which may be enforced against the property in accordance with the applicable lien laws.
20. **Force Majeure; Other Events.** Neither party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond party's reasonable control.
21. **Assignment; Waiver of Subrogation Rights.** Client may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. Client on its behalf and any insurance carrier waives any right of subrogation Client's insurance carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the parties hereto. Client acknowledges that this Agreement, and particularly those paragraphs relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.
22. **Limitation of Liability.** **NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION FOR ANY REASON. IN NO EVENT SHALL LENSLOCK'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF THE COST OF THE EQUIPMENT AND SIX (6) MONTH'S FEES FOR ONLINE PLATFORM SERVICES IMMEDIATELY PRIOR TO THE INCIDENT THAT GAVE RISE TO THE CLAIM.**
23. **Indemnification.** LensLock shall defend, indemnify and hold harmless Client (including its Council, officers, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of LensLock's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of LensLock's officers, agents, employees, contractors, or subcontractors.  
Client shall defend, indemnify, and hold harmless LensLock (including its officers, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees,

arising out of or resulting from the performance of Client's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Client's officers, directors, agents, employees, contractors, or subcontractors.

24. Conflict of Interest. LensLock may serve other clients, but none whose activities within the corporate limits of Client or whose business, regardless of location, would place LensLock in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. LensLock shall not employ any Client official in the work performed pursuant to this Agreement. No officer or employee of Client shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.
25. Subcontract. Client agrees that LensLock is authorized and permitted to subcontract any services to be provided by LensLock to third parties who may be independent of LensLock, and that LensLock shall not be liable for any loss or damage sustained by Client by reason of fire, theft, burglary or any other cause whatsoever caused by the acts of third parties.
26. Records Created as Part of LensLock's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that LensLock prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Client. LensLock hereby agrees to deliver those documents to the Client upon termination of the Agreement, and the Client may use, reuse or otherwise dispose of the documents without LensLock's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Client and are not necessarily suitable for any future or other use. Client and LensLock agree that, until final approval by Client, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by LensLock without prior written approval of Client.
27. LensLock's Books and Records. LensLock shall maintain all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Client under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the LensLock to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Client. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.
28. Request for Deletion of Evidence. LensLock employees shall not manually delete any evidence from the LensLock server. Authorized "*Client Organization Admins*" within "The Client's LensLocker Portal", have permission to manually delete evidence if they deem necessary, at their sole discretion. While LensLock, Inc. understands there are several factors that lie within a request for manual deletion (accidental activation, personal matter, etc.), LensLock, Inc. employees shall always defer the request to the "*Client Organization Admins*" for deletion. With retention laws varying across the United States, deletion of any evidence shall remain strictly within the Client Organization.
29. Governing Law; Disputes. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods or the transactions contemplated hereunder. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, *San Diego County in the State of California*.
30. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
31. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

32. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.
33. Statement of Work: Certain LensLock devices and services, including LensLock body-worn cameras, LensLock in-car systems, LensLock surveillance camera services, and LensLocker™ Digital Evidence Management System (DEMS), including but not limited to Legacy Data Migration and CAD Integration services, may require a Statement of Work (SOW) that details LensLock's service deliverables. If LensLock provides an SOW to the Agency, LensLock is only responsible for the performance of services described in the SOW. Additional services are considered out of scope. Any changes to the scope must be documented in a written and signed change order by both Parties. Such changes may require an equitable adjustment in fees or schedule. The SOW is hereby incorporated into this Agreement by reference.
34. Miscellaneous. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of Client only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of Client for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way. Except as prohibited by applicable law, the terms and conditions of this Agreement are confidential information of LensLock, and Client may not distribute this Agreement or disclose any contents hereof to any third party without the express written consent of LensLock.
35. Professional Request. In accordance with CJIS BWC Best Practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies and that those assigned body worn cameras are not "shared" with other officer, deputies, or end users, unless special circumstances are warranted. LensLock requests that Client does not allow "sharing" of body worn cameras as part of Client's standard practice of BWC utilization.

**EXHIBIT A  
LIMITED WARRANTY**

**LENSLOCK EQUIPMENT**

LensLock warrants to Client that Equipment is free from defects in material and workmanship for the duration of the service contract ("Warranty Period") and subject to the terms set forth herein. In the event Client needs Equipment replaced, LensLock will provide said replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by client. Client pays for shipping fees for product returns and vendor pays for shipping costs for product replacements. It is understood that Vendor will require IT support from Client to ensure services are optimized. Additionally, it is understood that Vendor will set schedule for installation once Client approval is obtained. Because of supply chain demands, Vendor will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and Acts of God beyond the reasonable control of Vendor may prevent performance of meeting said schedule.

**BODY CAMERA REFRESH SCHEDULE & BUY-BACK OPTION:**

Additionally, it is understood by both parties that LensLock will refresh body cameras to client every thirty (30) months from the start date listed on page 2 and the Client will receive a brand-new supply of body cameras based on the terms of this agreement. It is understood that Client owns the Hard Goods Equipment referenced in this agreement at the end of the initial sixty (60) month term. Client may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. Client must approve said purchase in writing.

**LENSLOCK ONLINE PLATFORM**

LensLock warrants that the Online Platform Services (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

**LENSLOCK TECHNOLOGY**

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that client desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said client requests (whether hardware related or software related features) will be considered from several business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of client requests may be implemented in a reasonable business manner, LensLock may or may not charge client an additional set of fees for all new features and functionality associated with service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our clients are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate client requests as they surface.

Notice of Award

Date: 09/24/2024

Project: River Landing Boardwalk Extension	
Owner: Town of Williamston	Owner's Contract No.: RTP2023-7365
Contract: General Construction	Engineer's Project No.: 2023027
Bidder: TJS MARINE CONSTRUCTION, L.L.C.	
Bidder's Address: 27159 HIGHWAY 264 EAST, BELHAVEN NC 27810 [send Certified Mail, Return Receipt Requested]	

You are notified that your Bid dated 9/12/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \$759,750.00

The Contract Price of your Contract is SEVEN HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY Dollars (\$759,750.00).

- 3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
- 3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: \_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Accepted by:

TOWN OF WILLIAMSTON, NC

Owner

By:

Authorized Signature

Title

Copy to Engineer

Contractor

Authorized Signature

Title



**Notice to Proceed**Date: 09/24/2024

Project: River Landing Boardwalk Extension

Owner: Town of Williamston

Owner's Contract No.: RTP2023-7365

Contract: General Construction

Engineer's Project No.: 2023027

Contractor: TJS MARINE CONSTRUCTION, L.L.C.

Contractor's Address: 27159 HIGHWAY 264 EAST, BELHAVEN NC 27810 *[send Certified Mail]*

You are notified that the Contract Times under the above Contract will commence to run on 10/15/2024. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is 04/09/2025, and the date of readiness for final payment is 04/24/2025.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

   Attend the Pre-Construction regulatory meeting, provide required submittals.

Given by:

Accepted by:

Town of Williamston, NC

Owner

Contractor

Authorized Signature

Authorized Signature

Title

Title

Date

Copy to Engineer

## AGREEMENT

THIS AGREEMENT is by and between Town of Williamston, North Carolina (“Owner”) and  
T.J.’s Marine Construction, L.L.C. (“Contractor”).

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The extension to the Town’s existing elevated riverfront boardwalk to enhance opportunities for recreation and exercise along the scenic Roanoke River. The project will include approximately 520 linear feet of 10-foot-wide elevated boardwalk to connect from the Town’s existing Roanoke River Landing Boardwalk and Boat Ramp to Martin County’s existing Roanoke River Overlook, Fishing Pier, and Canoe/Kayak Launch at Moratoc Park. The boardwalk will include two 8’ x 24’ fishing access points. It will include the tie-in to the existing boardwalk at River Landing, as well as a tie-in to the overlook deck at Moratoc Park.

### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

***TOWN OF WILLIAMSTON  
RIVER LANDING BOARDWALK EXTENSION  
CWSRF PROJECT NO. RTP2023-7365***

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Rivers and Associates, Inc.** (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 120 weekdays after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions. *Work may be performed on Saturdays but is not required (Contractor's option); no work is to be performed on Sundays to respect the public and provide a quiet park that day.*

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$100 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. When the construction time exceeds the time stated in the BID, the CONTRACTOR shall be liable for any and all additional costs incurred by the OWNER for engineering and resident project representative fees which occur as a result of the contract time exceeding the time in the BID unless the time was extended by an authorized change order.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.C below:

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.B below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions. (a. and b. revised per North Carolina Statutes)
    - a. 95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, and CONTRACTOR has provided written consent of surety, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed. The 50% of work completed shall be based on CONTRACTOR's pay request with off-site materials excluded and a maximum of 20% of on-site stored materials included.
    - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage) but delivered and suitably stored in a location and manner agreed to in writing and pursuant to paragraph 14.02.A.1 of the General Conditions.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07, **less any sum Owner is entitled to set off at the Engineer's recommendation, including but not limited to liquidated damages.**

## ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate per annum.

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor has correlated the information known to Contractor, 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.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. Notice of Award
  - 2. Notice to Proceed
  - 3. Agreement (pages 1 to 8, inclusive).
  - 4. Performance bond (pages 1 to 3, inclusive).
  - 5. Payment bond (pages 1 to 3, inclusive).
  - 6. General Conditions (pages 1 to 70, inclusive).
  - 7. Supplementary Conditions (pages 1 to 19, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings consisting of 8 sheets with each sheet bearing the following general title: Construction Drawings, Williamston River Landing Boardwalk Extension, Bid Set dated 8/2/2024 [or] the Drawings listed on attached sheet index.
  - 10. Addenda (numbers 1 to 3, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages B-1 to B-9, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages CQS-1, EVC-1, MB-1 to MB-3 inclusive).
    - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
  - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Work Change Directives.
    - b. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 10/07/2024 (which is the Effective Date of the Agreement).

OWNER:

Town of Williamston

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

Title: \_\_\_\_\_

CONTRACTOR:

TJ's Marine Construction, L.L.C.

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

Title: \_\_\_\_\_

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)



Attest:\_\_\_\_\_

Attest:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Address for giving notices:

Address for giving notices:

Attn: Eric Pearson, Town Administrator

\_\_\_\_\_

102 East Main Street

\_\_\_\_\_

Williamston NC 27892

\_\_\_\_\_

License No.: 68281

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

\_\_\_\_\_



## PERFORMANCE BOND

CONTRACTOR *(name and address):*

TJS Marine Construction, L.L.C.  
27159 Highway 264 East  
Belhaven NC 27810

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Town of Williamston, North Carolina  
102 E. Main Street, Williamston, NC 27892

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: 09/24/2024

Amount: \$759,750.00

Description *(name and location):* River Landing Boardwalk Extension, Town of Williamston NC

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
*(seal)*

Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*

Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

**Town of Williamston – River Landing Boardwalk Extension**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

### **Town of Williamston – River Landing Boardwalk Extension**

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **14. Definitions**

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:



## PAYMENT BOND

CONTRACTOR *(name and address):*

TJS Marine Construction, L.L.C.

27159 Highway 264 East, Belhaven NC 27810

SURETY *(name and address of principal place of business):*

OWNER *(name and address):* Town of Williamston, North Carolina, 102 E. Main Street, Williamston NC 27892

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: 09/24/2024

Amount: \$759,750.00

Description *(name and location):* River Landing Boardwalk Extension, Town of Williamston, NC

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

**Town of Williamston – River Landing Boardwalk Extension**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a

**Town of Williamston – River Landing Boardwalk Extension**

Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**16. Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully

asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.



43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE****3.01 Intent**

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

**3.02 Reference Standards**

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.



- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 5.02 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

##### A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

##### B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special



conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
  - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
  - H. Contractor shall require:
    - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
    - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
  - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

**6.06**    *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES****7.01**    *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

**7.02**    *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

**7.03**    *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;



- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will



document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

#### **ARTICLE 8—OTHER WORK AT THE SITE**

##### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9—OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### 9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION****10.01 *Owner's Representative***

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

**10.02 *Visits to Site***

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03 *Resident Project Representative***

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

**10.04 *Engineer's Authority***

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.



- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

**ARTICLE 11—CHANGES TO THE CONTRACT****11.01 *Amending and Supplementing the Contract***

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

**11.02 *Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

**11.03 *Work Change Directives***

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 Claims

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are



consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
      - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
      - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), 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.
  - 2. 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 location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.



4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work;
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of 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, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The



provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**18.03 Cumulative Remedies**

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

**18.04 Limitation of Damages**

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

**18.05 No Waiver**

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

**18.06 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

**18.07 Controlling Law**

- A. This Contract is to be governed by the law of the state in which the Project is located.

**18.08 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

**18.09 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**18.10 Headings**

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.3 - Add the following language at the end of last sentence of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is attached.

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018).

SC-1.01.A.44 - Add the following to the end of Paragraph-1.01.A.44:

The words "Special Provisions," "Special Conditions," and "Supplementary Conditions," wherever they may appear in these Contract Documents and Specifications, are used interchangeably and shall be interpreted to mean either "Special Conditions" or "Supplementary Conditions" which ever may be applicable.

SC 1.01.A.51 Add the following new Paragraph after the Paragraph 1.01.A.50:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions. Abnormal weather conditions as mentioned in the General Conditions Article 4.05.C shall be defined as weather more severe than the average of the last ten (10) years. Rainfall measurement shall be considered at 0.1 inch or greater. Normal rainfall for each month shall be the average number of rain days for the last ten (10) years. Time extensions will be considered when the actual number rain days exceeds the ten (10) year monthly average. Impact days, as a result of abnormal weather conditions, will not be considered for time extensions.

### ARTICLE 2—PRELIMINARY MATTERS

#### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

SC-3.03.B - Add the following after Paragraph 3.03.B.1.

2. In resolving conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Special Conditions, General Conditions, Specifications and Drawings. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

SC-4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

SC-5.01 Add the following to the end of Paragraph 5.01.A:

The OWNER will have land, easement, and rights-of-way for use by the CONTRACTOR by the Notice to Proceed.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Engineer's Office during regular business hours, or may request copies from Engineer. The Contractor will be responsible for the cost associated with making the copies available.

#### 5.05 *Underground Facilities*

SC-5.05 Add the following to 5.05.A:

6. locating existing service connections which are not indicated on the drawings;
7. discovering existing underground installations in advance of excavating or trenching, by contacting all local utilities and by prospecting. The CONTRACTOR shall notify NC 811 (1-800-632-4949) at least 72 hours prior to commencing construction in order that existing utilities in the area may be flagged or staked, protecting and maintaining all existing utilities in an operational manner. CONTRACTOR shall note that not all utility owners/operators are members of NC 811, and that notifying NC 811 will not assure that all applicable utilities are located.

#### 5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A	N/A	N/A

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A	N/A	N/A

SC-5.06 Add the following after the end of Paragraph 5.06.C:

This paragraph does not apply to asbestos cement (AC) waterline pipe within the project site.

The CONTRACTOR is responsible for handling asbestos cement pipe which the OWNER has identified on the project site. If any act or failure to act on the part of the CONTRACTOR causes this material to become a classified, hazardous or toxic material, the CONTRACTOR shall be responsible for handling and disposal of the material in accordance with all applicable laws at no cost to the OWNER. The CONTRACTOR and Subcontractors shall comply with all applicable federal, state and local rules and regulations relating to regulated asbestos or hazardous or toxic materials. The CONTRACTOR and Subcontractors shall indemnify and hold harmless OWNER and ENGINEER, their officers, partners, employees, agents and consultants from and against any and all claims, suits, demands, liabilities, losses, or costs, including reasonable attorneys' fees and defense costs, resulting or accruing to any and all

persons, firms and any other legal entity, caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic material, products or materials that exist on, about or adjacent to the job site, whether the liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action. The CONTRACTOR shall include the above provisions in the contracts for subcontractors performing work at the site.

SC 5.06 Add the following after the end of paragraph 5.06.K:

Paragraph 5.03, 5.04 and 5.05 shall apply to “asbestos cement waterline pipe within the project site.”

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).
3. Performance and payment bonds shall cover all work of the contract including plantings and landscaping.

### 6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:

None

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	

Workers' Compensation and Related Policies	Policy limits of not less than:
Each accident	\$1,000,000
Each employee	\$500,000
Policy limit	\$3,000,000

The Contractor will provide an endorsement to the Contractor's Workers Compensation and Employer's Liability Insurance waiving all rights of subrogation by the Contractor's insurance carrier against the Owner and Engineer.

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general



liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$3,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ N/A
General Aggregate	\$ N/A

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$ N/A
Annual Aggregate	\$ N/A

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit

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Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$ 5,000,000.00
Aggregate	\$ 10,000,000.00

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$ N/A
General Aggregate	\$ N/A

- Q. *Other Required Insurance:* N/A.

SC-6.06 Add a new paragraph after 6.06C of the General Conditions:

- D. Contractor agrees to protect, defend, indemnify and hold the Owner, its officer, employees and agents free, including the Engineer, harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due to the negligence of the Contractor, its officer, employees, or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.02 Supervision and Superintendence

SC-7.02 Add the following new paragraphs after Paragraph 7.02.B:

- C. At no time during the course of construction shall any of the Contractor's personnel behave in any ungentlemanly or abusive manner on the job site or in any meetings or conference involving the Owner or Engineer. Ungentlemanly, abusive, uncooperative behavior shall be grounds for dismissal of the Contractor's personnel from the project.
- D. No alcoholic beverages or narcotics of any description will be allowed on the job site at any time. Furthermore, anyone under the influence of alcohol or narcotics shall be removed from the job site immediately. A second offense involving Contractor's personnel

under the influence of alcohol or narcotics on the job site shall constitute grounds for automatic, permanent dismissal from any further work on the project.

### 7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8:00 a.m. to 5:00 p.m.
2. Owner's legal holidays are New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (2 Days) and Christmas (3 Days).

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

- D. All Iron and Steel products must meet American Iron and Steel requirements.

SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

- E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.

SC-7.05.A Add the following language to Paragraph 7.05.A:

Request for Engineer's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 15 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as "or equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed "or equal" item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.

SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with American Iron and Steel by providing Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.07.A Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- B. Contractor and his Subcontractors shall maintain accurate records of payment of N.C. state sales tax on materials, supplies, fixtures, and equipment, which become a part of the work. Contractor shall submit with the application for payment a certified statement showing sales tax paid by Contractor and Subcontractors. Certified statement shall list suppliers' invoices showing invoice number, amount paid, tax paid, date and county paid. Sales tax records and certified statements shall be in such form and substance as to meet the requirements of the N.C. State Department of Revenue in the matter of the Owner obtaining a refund from the State of North Carolina of sales taxes paid by Contractor and his Subcontractors.

SC-7.12.A Amend paragraph by adding the following after "written interpretations and clarifications,":  
Manufacturers' Certifications,

SC-7.12.A Add the following to Paragraph 7.12.A:

Refer to submittals for detailed requirements concerning record documents.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: None

SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

SC-7.20 Add the following new section after Paragraph 7.19.G:

7.20 *E-Verify*

- A. In accordance with North Carolina General Statute 143-133.3, Contractor and Contractor's subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (i.e., Contractors and subcontractors must use E-Verify).

**ARTICLE 8—OTHER WORK AT THE SITE**8.01 *Other Work*

## SC-8.01 Add the following to paragraph 8.01.A:

Refer to the Section 01010 Project Requirements for work at the site by Contractors, Owner, and others.

**ARTICLE 9—OWNER'S RESPONSIBILITIES**

No suggested Supplementary Conditions in this Article.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**10.03 *Resident Project Representative*

## SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  3. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  4. *Liaison*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. *Review of Work; Defective Work*
  - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Observe whether any Work in place appears to be defective.
  - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
  - d. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. *Inspections and Tests*
  - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
  - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

10. *Records:*

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

## D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 11—CHANGES TO THE CONTRACT**

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Division of Water Infrastructure for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Division of Water Infrastructure for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer’s Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer’s Certification(s).

SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer’s representative) in the Manufacturer’s Certification Letter, as applicable.

**ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.



**ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK****13.01 Cost of the Work**

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

SC-13.02.C – Delete paragraph in its entirety and insert “Deleted”.

**13.03 Unit Price Work**

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

**ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD****15.01 Progress Payments**

SC-15.01.B.2 Add the following language at the end of Paragraph 15.01.B.2:

Payment for stored materials and equipment will only be made for major items of materials or equipment. Payment for such materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. The Contractor shall include a cumulative monthly summary of all materials stored on site in accordance with the form shown in EJCDC C-620. As materials are entered into construction, the last column will be reduced correspondingly. The total of the last column will be paid as materials stored on site, less retainage.

The Contractor shall provide sales tax reports in the form required by the Owner with each Application for Payment.

The Contractor shall note the requirements for record drawings with each application for payment listed in the Specification section entitled SUBMITTALS.

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Division of Water Infrastructure must approve all Applications for Payment before payment is made.

SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-15.01.C.1 Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:

The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, review, approve, and submit the partial pay estimate to the funding agency. Within three (3) workdays of the receipt of funds the OWNER will pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage.

SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

- d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

#### 15.02 *Contractor's Warranty of Title*

SC-15.02.A – Amend paragraph by striking out the following text: “7 days after”.

SC-15.02.A.2. Add the following at the end of paragraph 15.02.A.2:

The affidavit on each request for payments shall include the following:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

#### 15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

#### 15.04 *Partial Use or Occupancy*

SC-15.04 Add the following new Paragraph 5 after 15.04.A.4:

5. Such taking possession or use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. Owner's use of any facilities so identified in the Contract Documents will not be grounds for extension of the contract time or change in the contract price. Owner's use of any facilities not specifically identified in the Contract Documents will be in accordance with conditions

agreed to prior to such use, and any extra costs or delays in completion incurred and properly claimed by Contractor will be equitably adjusted with a change order.

#### **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

##### **16.01 *Owner May Suspend Work***

SC-16.01 Add the following at the end of Paragraph 16.01.A:

Suspension of Work due to unsafe work conditions by the Contractor shall not afford the Contractor a time extension.

#### **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

##### **17.02 *Arbitration***

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The Arbitrator(s) must be licensed Engineers, Contractors, Attorneys, or Construction Managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The Arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate Attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the Arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party

to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
  - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

#### 17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

#### 17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

### ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

# Memo

To: Mayor and Commissioners  
From: Shay Baggett  
Date: 10/07/2024  
Re: MCNC Agreement to Encroach and Install Fiber Network

Mayor and Board,

This memo serves as a summary of the Encroachment Agreement to be made between MCNC ("Grantee"), and the Town of Williamston ("Town") regarding the installation of a fiber-to-premises (FTTP) infrastructure network at Riverside Middle School. Below are the key points from the agreement:

**1. Purpose:**

MCNC desires to encroach on public streets and rights-of-way (ROW) under the Town's jurisdiction for the construction and installation of the FTTP Network. This includes the installation of aerial or underground fiber optic cables and associated equipment. The agreement aims to outline permissions and conditions without requiring individual permits for each encroachment.

**2. FTTP Explanation:**

An FTTP (Fiber-to-the-Premises) network is a type of internet connection that uses fiber optic cables to deliver high-speed internet directly to the school. Unlike traditional cables, fiber optic cables make the connection much faster and more reliable. This allows users to download, stream, and use the internet at higher speeds with less buffering or interruptions. It's one of the fastest and most advanced ways to get internet access.

**3. Permissions Granted:**

- The Town grants non-exclusive, revocable permission for the encroachment, pending the approval of specific construction plans.
- The Grantee's work will not interfere with the Town's right to use and maintain the ROW for public utilities and other municipal functions.

**4. Grantee's Obligations:**

- The Grantee must notify residents and the Town prior to the start of work and ensure compliance with safety standards, including contacting North Carolina 811 before excavation.

- Proper traffic control measures must be implemented, and any damages caused during construction must be promptly repaired to the Town's standards.
- The Grantee is responsible for adhering to all relevant federal, state, and local laws, including stormwater and erosion control regulations.
- The Grantee must hold and maintain adequate insurance coverage as detailed in the agreement (general liability insurance, commercial automobile insurance, and workers' compensation insurance, with coverage amounts specified in the agreement), listing the Town as an additional insured party.

**5. Liability and Indemnification:**

- The Grantee releases the Town from any claims resulting from damages to the Network Facilities due to the Town's activities or third-party encroachments.
- The Grantee agrees to indemnify and hold the Town harmless from liabilities arising out of the construction, installation, and maintenance of the FTTP Network.

RECOMMENDATION: Approve the attached agreement as presented.





## GENERAL INFORMATION



## REQUIRED PERMITS:

1. TOWN OF WILLIAMSTON

2.

3.

## OUTSIDE PLANT ENGINEERING:

MANAGER:

PROJECT MANAGER:

PROJECT ENGINEER:

INSPECTOR:

## OUTSIDE PLANT CONSTRUCTION CONTRACTOR:

PROJECT SUPERVISOR:

FIELD CONST. SUPERVISOR:

MANAGER:

## CITY GOVERNMENT:

TOWN OF WILLIAMSTON

PLANNING DEPARTMENT

P.O. BOX 506 E MAIN ST. WILLIAMSTON, NC 27892

## OTHER:

NAME:

EMAIL:

## RAILROADS:

NORTH CAROLINA ONE CALL  
CALL BEFORE YOU DIG  
811

## UTILITIES:

ELECTRIC:

DOMINION ENERGY

866-368-3357

## GAS:

Piedmont Natural Gas

800-752-7504

## CABLE TV:

OPTIMUM

877-481-0050

## TELEPHONE:

AT&amp;T

877-412-6884

## WATERSEWER:

MARTIN COUNTY

282-769-4300

## STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY:

STATE HWY PATROL:

NC HWY PATROL TROOP A DISTRICT A (251) 732-4103

ADDRESS:

4003 WEST MAIN ST. EXT. WILLIAMSTON, NC 27892

CITY POLICE:

ADDRESS:

198 E MAIN ST. WILLIAMSTON, NC 27892

COUNTY POLICE:

ADDRESS:

305 E MAIN ST. WILLIAMSTON, NC 27892

NO.	DATE	QC	EW	REV
	6/27/2014	ENGINEER	DRAFTER	0



PROJECT MANAGER: MIKE WORKON

ENGINEERING FIRM: UTILITY SOLUTIONS GROUP

N NUMBER: 15000

JOB NAME: PROVIDENCE INTERNET

JOB ADDRESS: 800 N SMITHWICK ST. WILLIAMSTON, NC 27892

DRAWING NAME: 800 N SMITHWICK ST. WILLIAMSTON, NC 27892

CONFIDENTIAL/PROPRIETARY

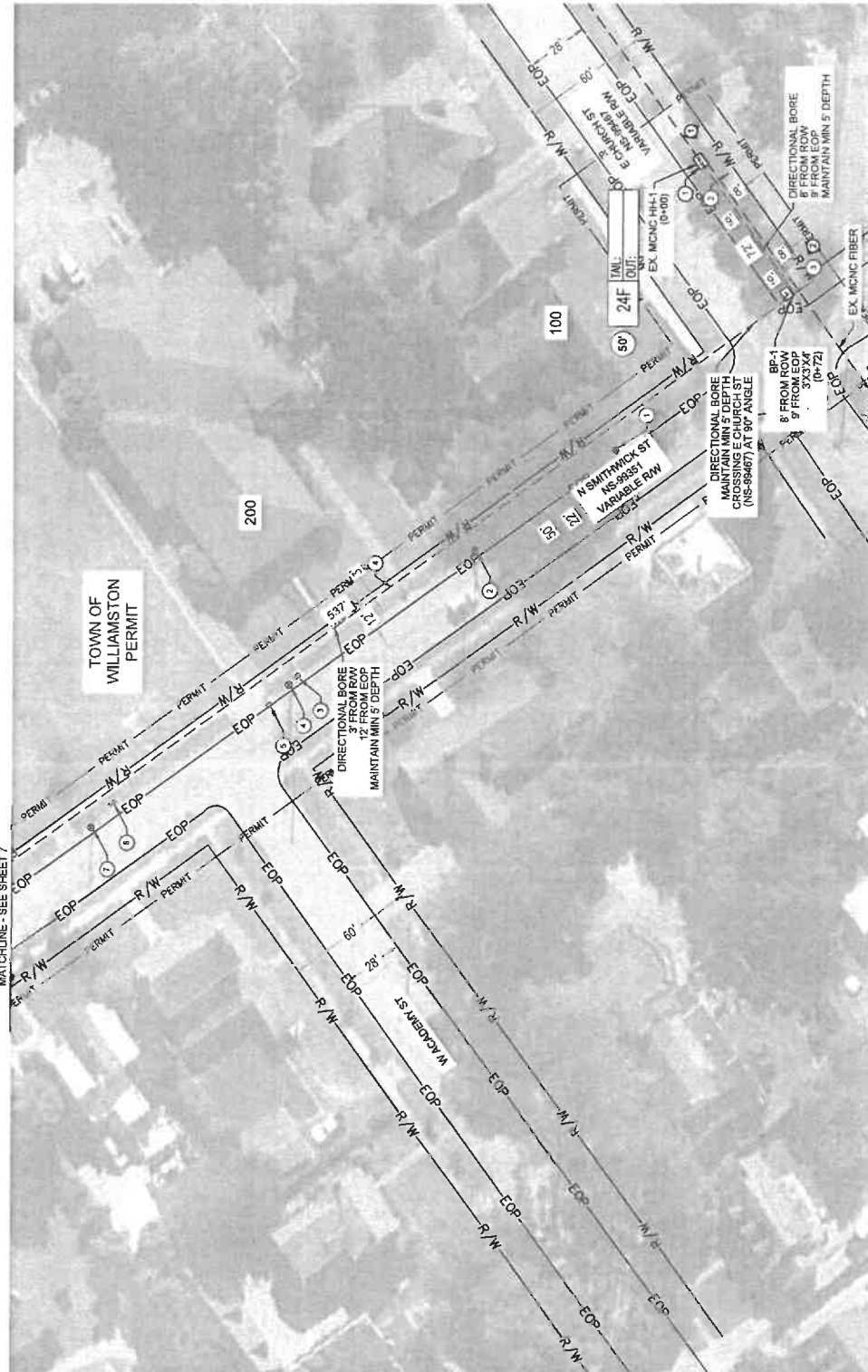
SHEET: 2 OF 18







# PROJECT LOCATION



SYMBOL CORRESPONDING TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET 7 FOR SITE PHOTOGRAPHS.

ALL HAND HOLES AND BORE PITS SHALL BE PLACED OUTSIDE THE PAVEMENT 1:1 ZONE OF INFLUENCE (TYP.)

TOWN OF WILLIAMSTON PERMIT

SCALE IS FOR REFERENCE ONLY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED (811) AS WELL AS CONTACTING THE APPROPRIATE PERMITTING AGENCIES (STATE/LOCAL) FOR A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THE INFORMATION CONTAINED IN THIS DRAWING IS CONSIDERED APPROXIMATE AND WAS OBTAINED FROM FIELD INVESTIGATION AS WELL AS GIS DATA AND DOES NOT REPRESENT A BOUNDARY SURVEY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR INSURING CONDUIT/CABLE PLACEMENT IS WITHIN THE APPLICABLE RIGHT OF WAY.



- 1 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 50' COIL  
NOTES: EXISTING HH-1 (0+00).
- 2 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 72'  
CONDUIT SIZE: 1.25"  
CONDUIT TYPE: HOPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 72'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HOPE CONDUIT APPROX. 72' TO PROPOSED BP-1 (0+72).
- 3 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: NO SLACK  
NOTES: PROPOSED BP-1 3'X374" (0+72).
- 4 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 537'  
CONDUIT QTY: 1  
CONDUIT SIZE: 1.25"  
CONDUIT TYPE: HOPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 537'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HOPE CONDUIT APPROX. 537' TO PROPOSED BP-2 (8+498).

## UTILITY CONFLICTS

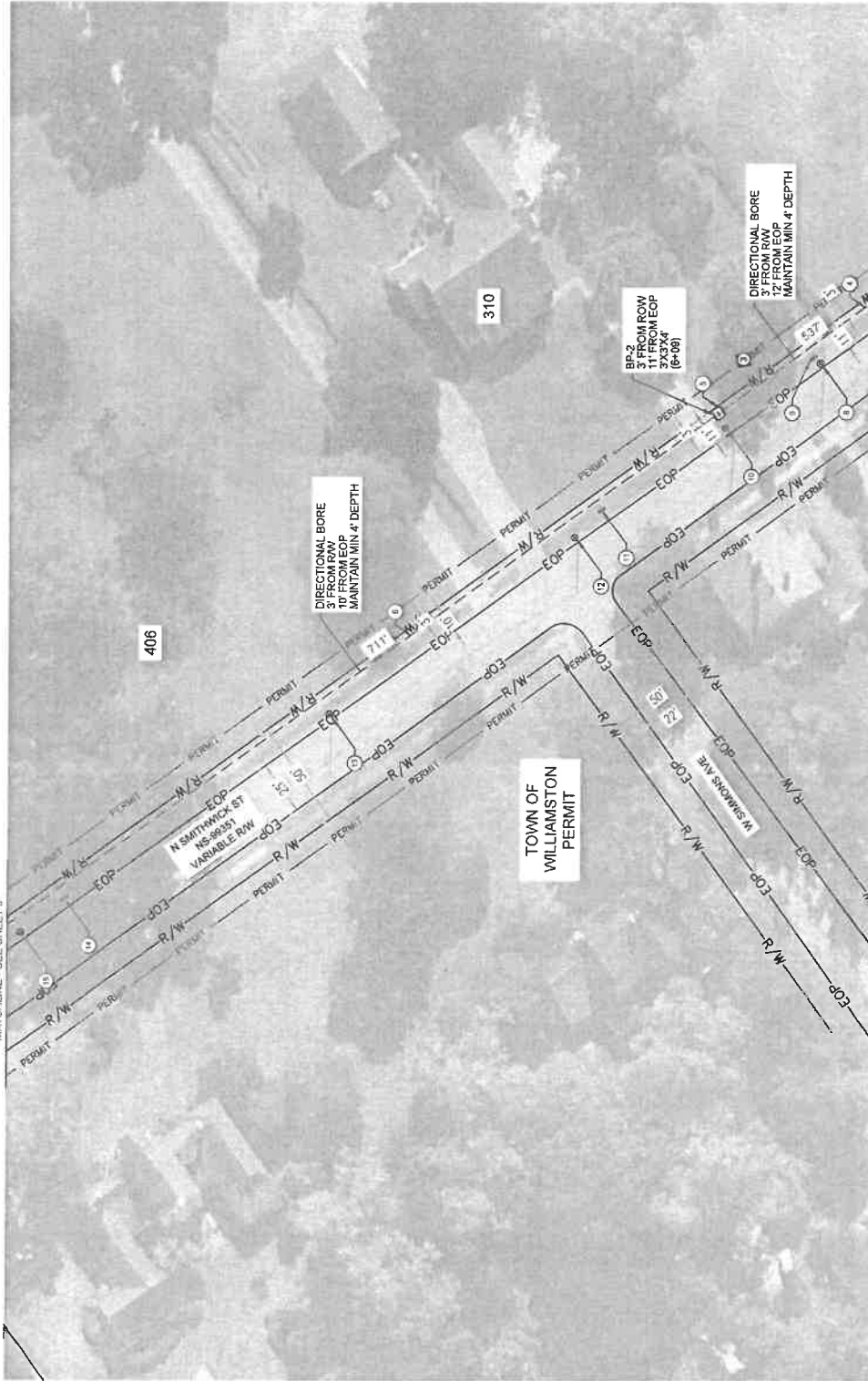
- 1 CTR# POLE A0237142 (1+79)
- 2 CTR# POLE A0237150 (2+98)
- 3 HH (3+62)
- 4 CTR# POLE A0237138 (3+65)
- 5 DRAIN INLET (3+80)
- 6 WATER METER (4+62)
- 7 CTR# POLE A0237145 (4+77)



PROJECT MANAGER: MIKE WORMON  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N NUMBER: 15009  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 801 N SMITHWICK ST, WILLIAMSTON, NC 27882  
DRAWING NAME: 801 N SMITHWICK ST, WILLIAMSTON, NC 27882  
CONFIDENTIAL/PROPRIETARY

# PROJECT LOCATION

MATCHLINE - SEE SHEET 8



MATCHLINE - SEE SHEET 5

SYMBOL CORRESPONDING TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET 1 FOR SEE PHOTOGRAPH.

ALL HAND HOLES AND BORE PITS SHALL BE PLACED OUTSIDE THE PAVEMENT 1:1 ZONE OF INFLUENCE (TYP.)

TOWN OF WILLIAMSTON PERMIT

SCALE IS FOR REFERENCE ONLY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED (811) AS WELL AS CONTACTING THE APPROPRIATE PERMITTING AGENCIES (STATE/LOCAL) FOR A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THE INFORMATION CONTAINED IN THIS DRAWING IS CONSIDERED APPROXIMATE AND WAS OBTAINED FROM FIELD INVESTIGATION AS WELL AS GIS DATA AND DOES NOT REPRESENT A BOUNDARY SURVEY. CONSTRUCTION VENDOR IS RESPONSIBLE FOR INSURING CONDUIT/CABLE PLACEMENT IS WITHIN THE APPLICABLE RIGHT OF WAY.

SCALE: 1"=50'



- 4 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 537'  
CONDUIT QTY: 1  
CONDUIT SIZE: 1.25"  
CONDUIT TYPE: HOPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 537'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HOPE CONDUIT APPROX. 537' TO PROPOSED BP-2 (6+09).
- 5 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: NO SLACK  
NOTES: PROPOSED BP-2 3X37X4" (6+109).
- 6 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 711'  
CONDUIT QTY: 1  
CONDUIT SIZE: 1.25"  
CONDUIT TYPE: HOPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 711'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HOPE CONDUIT APPROX. 711' TO PROPOSED HH-2 (13+20).

## UTILITY CONFLICTS

- 8 C/TAT POLE A283748 (1+79)
- 9 WATER METER (4+92)
- 10 C/TAT POLE A283747 (2+58)
- 11 WATER METER (4+92)
- 12 C/TAT POLE A283745 (4+77)
- 13 C/TAT POLE A283745 (4+77)
- 14 WATER METER (4+92)
- 15 C/TAT POLE A283761 (4+77)

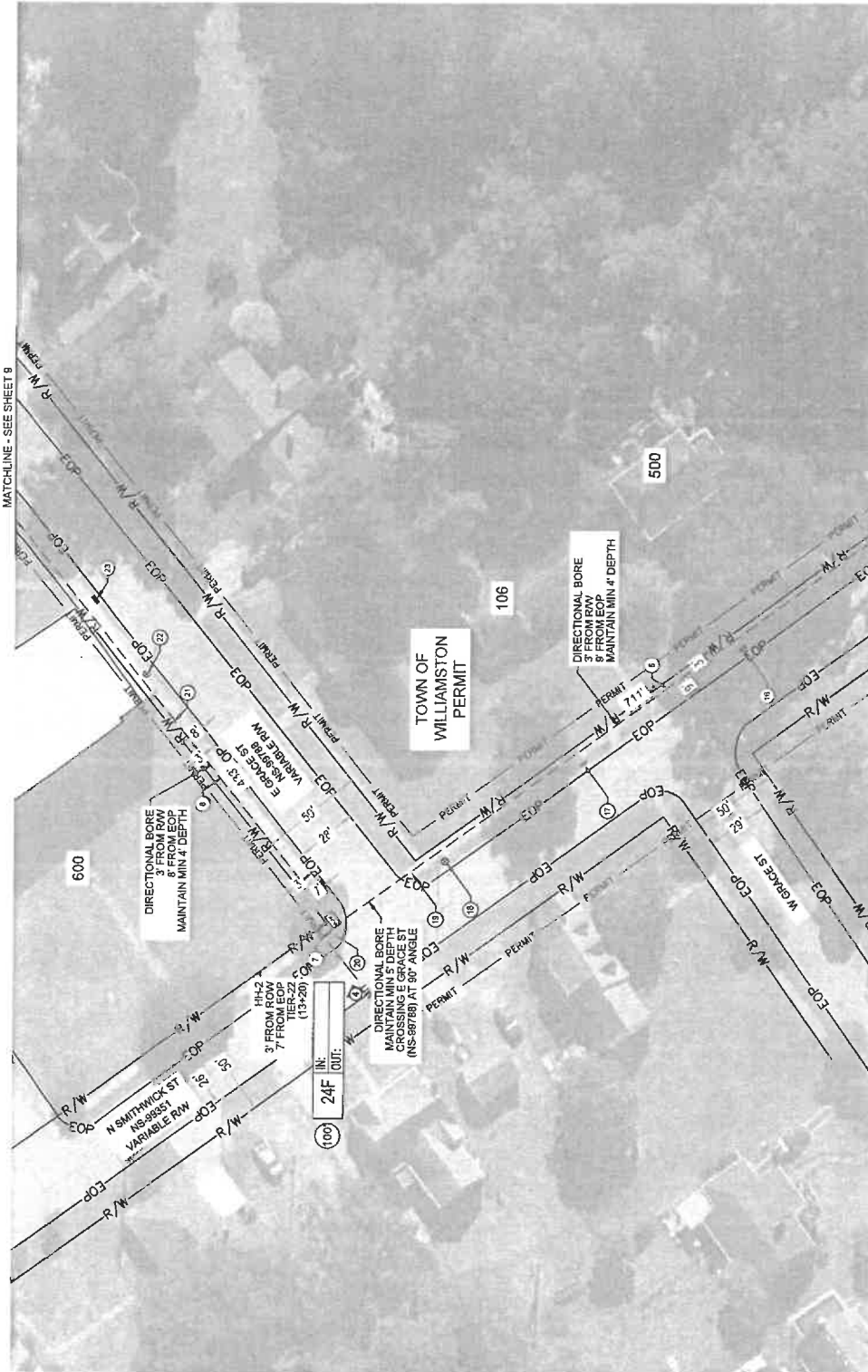
NO.	DATE	BY	CHK	APP	REV	REVISION
1	8/5/2014	EW				



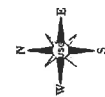
PROJECT MANAGER: MIKE WORMON  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N NUMBER: 15600  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 800 N SMITHWICK ST., WILLIAMSTON, NC 27882  
DRAWING NAME: 800 N SMITHWICK ST., WILLIAMSTON, NC 27882  
CONFIDENTIAL/PROPRIETARY  
SHEET: 7 OF 18



# PROJECT LOCATION



SYMBOL CORRESPONDING TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET 7 FOR SITE PHOTOGRAPHS.



ALL HAND HOLES AND BORE PITS SHALL BE PLACED OUTSIDE THE PAVEMENT 1:1 ZONE OF INFLUENCE (TYP.)

TOWN OF WILLIAMSTON PERMIT

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- 6 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 711'  
CONDUIT QTY: 1  
CONDUIT SIZE: 1.25"  
CONDUIT TYPE: HDPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 100' COIL  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HDPE CONDUIT APPROX. 711' TO PROPOSED HH-2 (13+20).
- 5 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 100' COIL  
NOTES: PROPOSED HH-2 W/ GROUND ROD (13+20).
- 8 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 433'  
CONDUIT QTY: 1  
CONDUIT SIZE: 1.25"  
CONDUIT TYPE: HDPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 433'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HDPE CONDUIT APPROX. 433' TO PROPOSED HH-3 (17+43).

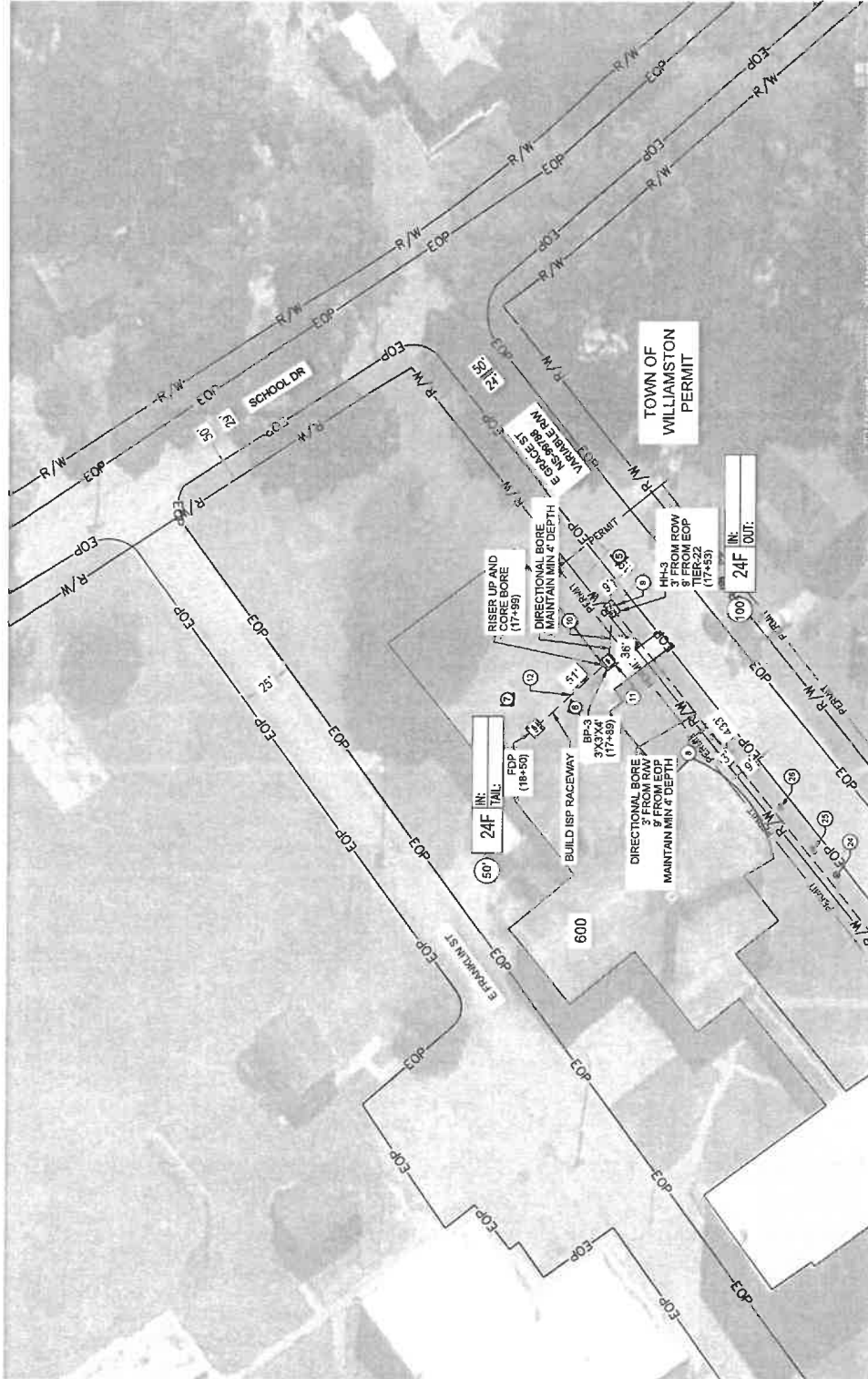
## UTILITY CONFLICTS

- 16 WATER METER (11+78)
- 17 CTRT POLE A0327158 (12+08)
- 18 CTRT POLE A0327185 (12+83)
- 19 GAS LOCATES (12+75)
- 20 SEWER LOCATES (13+15)
- 21 SEWER MH (14+37)
- 22 CTRT POLE A0327102 (14+83)
- 23 WATER METER (15+00)



PROJECT MANAGER: MIKE WORMON  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
JOB NUMBER: 15800  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 600 N SMITHWICK ST, WILLIAMSTON, NC 27882  
DRAWING NAME: 600 N SMITHWICK ST, WILLIAMSTON, NC 27882  
CONFIDENTIAL/PROPRIETARY

# PROJECT LOCATION



MATCHLINE - SEE SHEET 8

# SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET 8 FOR SITE PHOTOGRAPHS.

ALL HAND HOLES AND BORE PITS SHALL BE PLACED OUTSIDE THE PAVEMENT 1:1 ZONE OF INFLUENCE (TYP.)

TOWN OF WILLIAMSTON PERMIT

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- 8 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 433'  
CONDUIT OTY: 1-28"  
CONDUIT TYPE: HDPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 433'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HDPE CONDUIT APPROX. 433' TO PROPOSED HH-3 (17+53).
- 9 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 433'  
NOTES: PROPOSED HH-3 W/ GROUND ROD (17+53).
- 10 CONDUIT OWNER: MCNC  
CONDUIT LENGTH: 36'  
CONDUIT OTY: 1-28"  
CONDUIT TYPE: HDPE  
FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 36'  
NOTES: DIRECTIONAL BORE (1) 1-1/4" HDPE CONDUIT APPROX. 36' TO PROPOSED BP-3 (17+89).
- 11 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 17+89  
NOTES: PROPOSED BP-3 3X37X4" (17+89). RISER UP EXTERNAL WALL APPROX. 10' CORE BORE EXTERNAL WALL (17+89).
- 12 FIBER COUNT: 24F  
FIBER OWNER: MCNC  
FIBER LENGTH: 51'  
NOTES: BUILD BSP PATHWAY APPROX. 51' TO PROPOSED FIP (18+50).

## UTILITY CONFLICTS

- 24 CTR POLE A202103 (15+91)
- 25 WATER METER (16+07)
- 26 FIRE HYDRANT (16+32)

NO.	DATE	ENGINEER	DRAWER	REV.	REVISION
1	11/5/2024	SC	EW		

**USG**

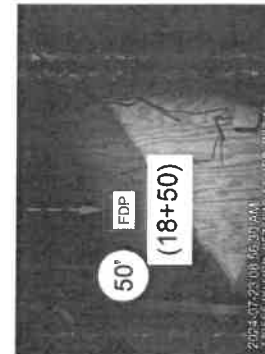
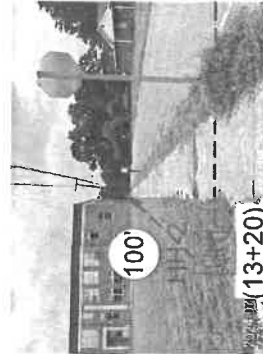
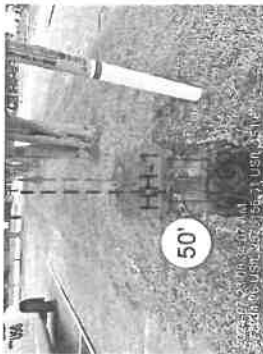
PROJECT MANAGER: MIKE WORMON  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N. NUMBER: 15009  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 800 N SMITHACK ST, WILLIAMSTON, NC 27882  
DRAWING NAME: 600 N SMITHACK ST, WILLIAMSTON, NC 27882  
CONFIDENTIAL/PROPRIETARY

SHEET 9 OF 19



# SITE PHOTOGRAPHS

SEGRA



MAINTAIN MIN 36" SEPARATION FROM ALL EXISTING UTILITIES

NO.	DATE	ENGINEER	DRAWER	REV.	REASON
1	07/27/18	W. USN	W. USN	1	ISSUED FOR PERMIT
2	07/27/18	W. USN	W. USN	2	ISSUED FOR PERMIT
3	07/27/18	W. USN	W. USN	3	ISSUED FOR PERMIT
4	07/27/18	W. USN	W. USN	4	ISSUED FOR PERMIT
5	07/27/18	W. USN	W. USN	5	ISSUED FOR PERMIT
6	07/27/18	W. USN	W. USN	6	ISSUED FOR PERMIT
7	07/27/18	W. USN	W. USN	7	ISSUED FOR PERMIT
8	07/27/18	W. USN	W. USN	8	ISSUED FOR PERMIT
9	07/27/18	W. USN	W. USN	9	ISSUED FOR PERMIT
10	07/27/18	W. USN	W. USN	10	ISSUED FOR PERMIT

USG

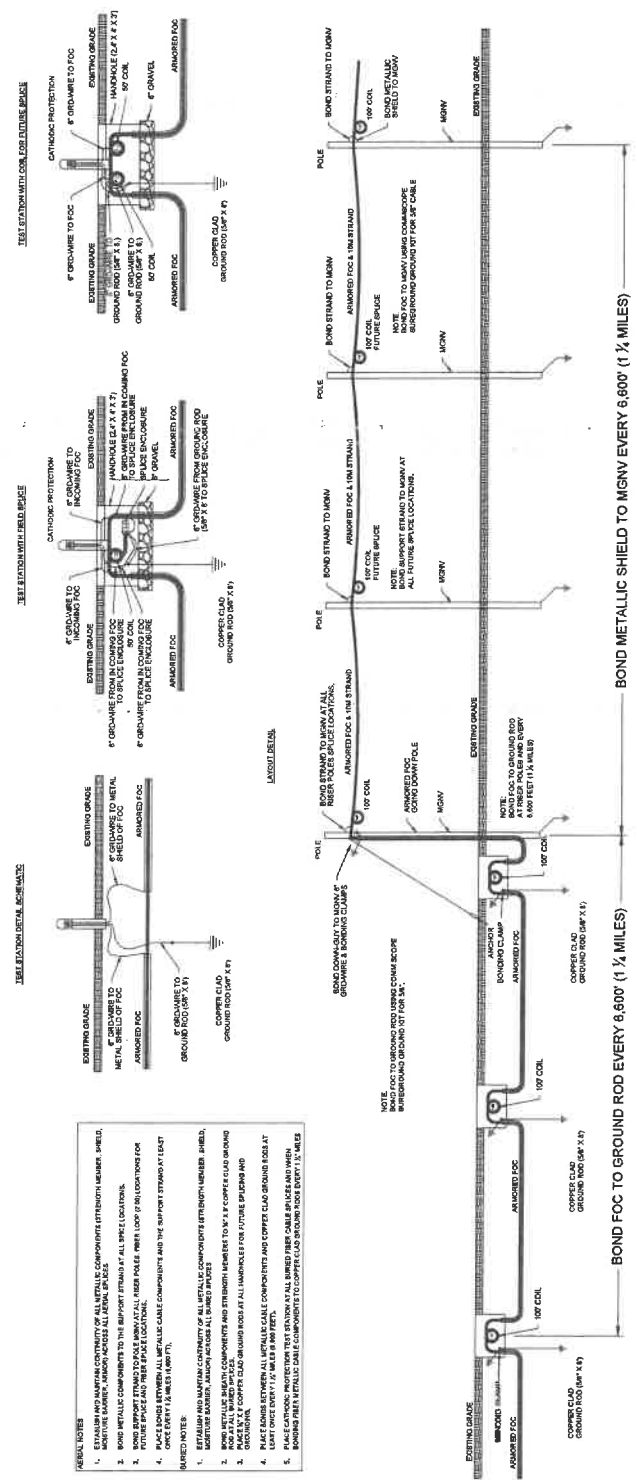
PROJECT MANAGER: MIKE WORMON  
 ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
 N. NUMBER: 15000  
 JOB NAME: PROVIDENCE INTERNET  
 JOB ADDRESS: 860 N. SMITHMOCK ST., WILLIAMSTON, NC 27682  
 DRAWING NAME: 001 N. SMITHMOCK ST., WILLIAMSTON, NC 27682  
 CONFIDENTIAL/PROPRIETARY  
 SHEET: 10 OF 15

North Carolina  
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BONDING AND GROUNDING DETAILS

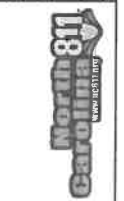


- GENERAL NOTES**
1. ALL METAL PARTS INCLUDING CONDUIT, OF ALL METAL COMPONENTS (STRENGTH MEMBER, SHIELD, METAL LAYER, ANCHORS) TO ALL METAL PARTS.
  2. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  3. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  4. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  5. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  6. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  7. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  8. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  9. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  10. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
- NOTES:**
1. BONDING AND GROUNDING OF ALL METALLIC COMPONENTS (STRENGTH MEMBER, SHIELD, METAL LAYER, ANCHORS) TO ALL METAL PARTS.
  2. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  3. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  4. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  5. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  6. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  7. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
  8. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.
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  10. BOND METALLIC COMPONENTS TO THE SUPPORT STRAND AT ALL SPICE LOCATIONS.

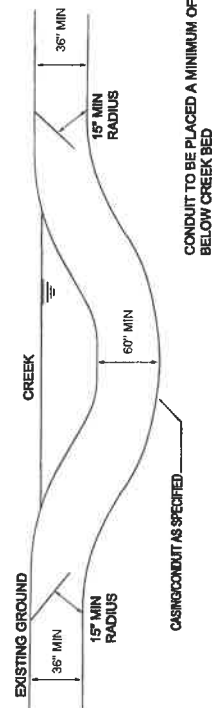
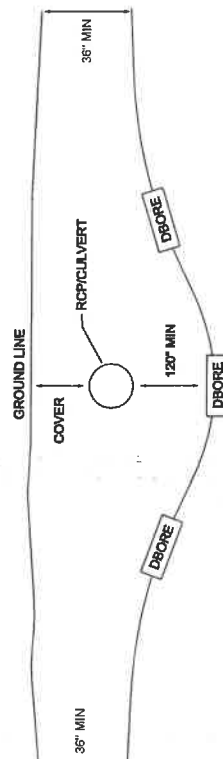
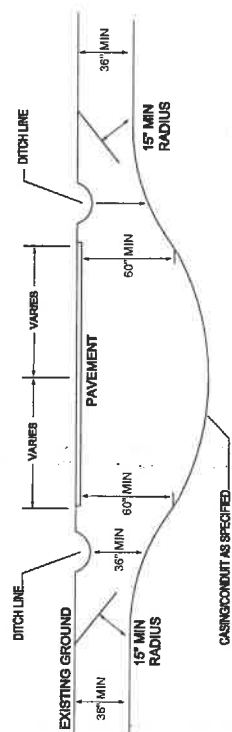
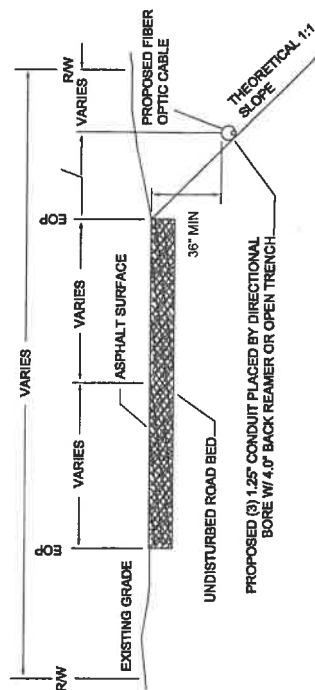


NO.	DATE	ENGINEER	DRAWN	BY	REVISION
1	5/7/2014	DATE	ENGINEER	DRAWN	BY
2	5/7/2014	DATE	ENGINEER	DRAWN	BY
3	5/7/2014	DATE	ENGINEER	DRAWN	BY
4	5/7/2014	DATE	ENGINEER	DRAWN	BY
5	5/7/2014	DATE	ENGINEER	DRAWN	BY
6	5/7/2014	DATE	ENGINEER	DRAWN	BY
7	5/7/2014	DATE	ENGINEER	DRAWN	BY
8	5/7/2014	DATE	ENGINEER	DRAWN	BY
9	5/7/2014	DATE	ENGINEER	DRAWN	BY
10	5/7/2014	DATE	ENGINEER	DRAWN	BY

PROJECT MANAGER: MIKE WORMON  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N. NUMBER: 15000  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 600 N. SMITHACK ST. WILLIAMSTON, NC 27682  
DRAWING NAME: 600 N. SMITHACK ST. WILLIAMSTON, NC 27682  
CONFIDENTIAL/PROPRIETARY  
SHEET 11 OF 19



## NCDOT TYPICALS



1	NO.	DATE	QC	EW	REV
2		11/5/2024	ENGINEER	DRAFTED	DESIGN
3					
4					
5					

STG

PROJECT MANAGER: MIKE WORNICM  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
15009  
N IN NUMBER:  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 600 N SMITHAWCK ST, WILLIAMSTON, NC 27682  
DRAWING NAME: 600 N SMITHAWCK ST, WILLIAMSTON, NC 27682  
CONFIDENTIAL/PROPRIETARY  
SHEET: 12 OF 18

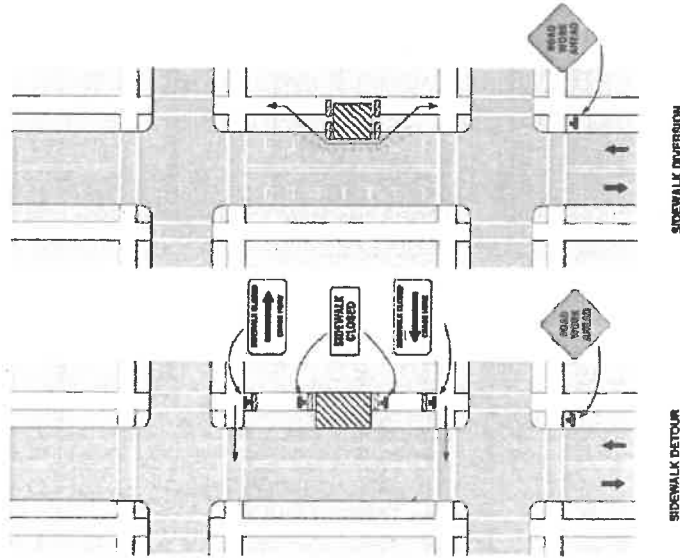
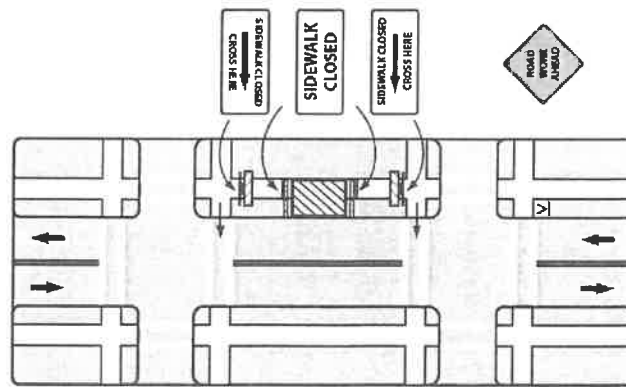
**North 811**  
Carolina  
www.811nc.com



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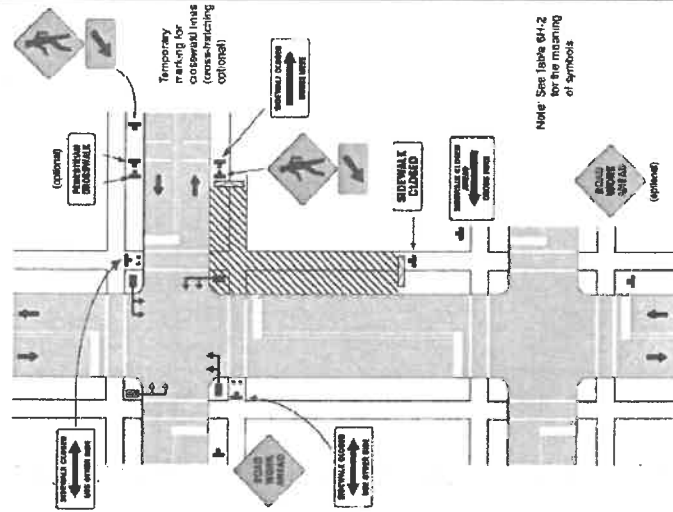
PEDESTRIAN TYPICALS

Sidewalk Closure  
(Pedestrian Detour)



SIDEWALK DIVERSION

SIDEWALK DETOUR



Note: See Table 614-2 for the meaning of symbols.

NO.	DATE	DC	EW	ENGINEER	DRAFTER	REV	0
							REVISION
<b>USE</b>							
PROJECT MANAGER: MIKE MORISON							
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP							
N. NUMBER: 15600							
JOB NAME: PROVIDENCE INTERNET							
JOB ADDRESS: 800 N. SMITHWICK ST., WILLIAMSTON, NC 27892							
DRAWING NAME: 800 N. SMITHWICK ST., WILLIAMSTON, NC 27892							
CONFIDENTIAL/PROPRIETARY							
SHEET: 14 OF 19							



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# TRAFFIC CONTROL

STATE OF NORTH CAROLINA  
DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
RALEIGH, N.C.

1-12

ENGLISH STANDARD DRAWING FOR  
**TEMPORARY LANE CLOSURES**  
2-LANE, 2-WAY ROADWAY-1 LANE CLOSED

1- REFER TO STD. 1101.11 SHEET 4 FOR SIGN SPACING.

2- INITIAL LANE CLOSURES WITH THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE UPSTREAM SIDE OF TRAFFIC.

3- REMOVE LANE CLOSURES AGAINST THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE DOWNSTREAM SIDE OF TRAFFIC.

4- PLACE CONES THRU THE WORK AREA AT THE MAXIMUM SPACING EQUAL IN FEET TO 2 TIMES THE POSTED SPEED LIMIT.

5- EXTEND LANE CLOSURES AT THE BUFFER SPACE SUCH THAT STOPPING SIGHT DISTANCE IS PROVIDED TO THE FLAGGER (REFER TO STD. 1101.11 SHEET 2).

6- DO NOT STOP TRAFFIC IN ANY ONE DIRECTION FOR MORE THAN 5 MINUTES AT A TIME.

7- DRUMS OR SKIMMY-DRUMS MAY BE USED IN LIEU OF CONES. REFER TO ROADWAY STANDARD DRAWING 1100.01 FOR SKIMMY-DRUM REQUIREMENTS.

8- USE FLAGGERS TO CONTROL TRAFFIC AT INTERSECTIONS AFFECTED BY THE LANE CLOSURE. SUPPLEMENT FLAGGERS LOCATED AT INTERSECTIONS WITH FLAGGER AHEAD SIGNS (W20-75) LOCATED UPSTREAM OF THE INTERSECTION. PLACE SIGNS IN THE FLASH MODE AND RECOMMEND THE USE OF LAW ENFORCEMENT.

9- REFER TO 2006 MUTCD, CHAPTER 6, FOR FLAGGER CONTROL, REQUIREMENTS, AND PROCEDURES.

10- DO NOT EXCEED A 1-MILE LANE CLOSURE LENGTH UNLESS OTHERWISE SHOWN IN THE TYP OR AS DIRECTED BY THE ENGINEER.

**GENERAL NOTES FOR FLAGGER OPERATIONS**

1- USE PILOT CARS WHEN DIRECTED BY THE ENGINEER.

2- IF ROADWAY WIDTH IS LESS THAN 22 FEET (EQ. TO EOP), CONES MAY NOT BE REQUIRED, BUT THE WORK AREA MUST BE MARKED WITH A PILOT CAR.

3- CONES ARE ALWAYS REQUIRED IN THE UPSTREAM AND DOWNSTREAM TAPERS.

4- WHITE SIGN BOARD "PILOT CAR FOLLOW ME" AT A CONSPICUOUS POSITION ON THE REAR OF THE PILOT VEHICLE.

5- DO NOT INSTALL MORE THAN ONE (1) MILE OF LANE CLOSURE, MEASURED FROM THE BEGINNING OF THE BUFFER SPACE TO THE END OF THE LANE CLOSURE.

6- ADVISE RESIDENTS AND BUSINESSES WITHIN THE LANE CLOSURE LIMITS ABOUT METHODS OF SAFE EGRESS AND INGRESS FROM DRIVEWAYS DURING FLAGGING AND PILOT CAR OPERATIONS.

**LEGEND**

- ▲ FLAGGER
- ▲ CONE
- k PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW

SHEET 1 OF 13  
**1101.02**

ENGLISH STANDARD DRAWING FOR  
**TEMPORARY LANE CLOSURES**  
2-LANE, 2-WAY ROADWAY-1 LANE CLOSED

PROJECT MANAGER: MIKE WORNOM  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N. NUMBER: 15009  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 800 N SMITHWICK ST. WILLIAMSTON, NC 27892  
DRAWING NAME: 800 N SMITHWICK ST. WILLIAMSTON, NC 27892  
CONFIDENTIAL/PROPRIETARY

DATE: 7/5/2014  
ENGINEER: DWYER  
REV: 0  
REASON:

1101.02

SHEET 16 OF 19

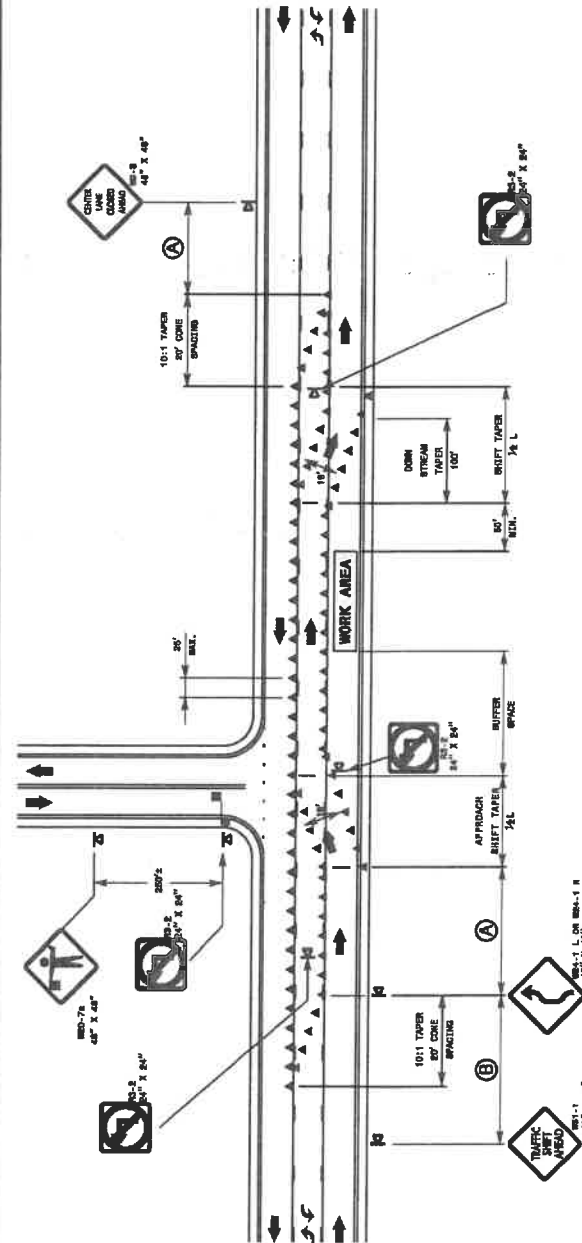
# TRAFFIC CONTROL

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STATE OF  
NORTH CAROLINA  
DEPT. OF TRANSPORTATION  
RALEIGH, N.C.

ROADWAY STANDARD DRAWING FOR  
TEMPORARY LANE CLOSURES  
2-LANE, 2-WAY ROADWAY WITH 2-WAY TURN LANE  
1 THRU LANE CLOSED

SHEET 2 OF 14  
1101.02



## GENERAL NOTES

- 1- REFER TO RSD, 1101.11, SHEETS 1 & 4, FOR "L" DISTANCE AND SIGN SPACING.
- 2- INSTALL LANE CLOSURES WITH THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE UPSTREAM SIDE OF THE TRAFFIC FLOW, BEGINNING WITH DEVICES ON THE DOWNSTREAM SIDE OF TRAFFIC.
- 3- PLACE CONES ADJACENT TO THE WORK AREA AT THE MAXIMUM SPACING EQUAL IN FEET TO 2 TIMES THE POSTED SPEED LIMIT. PLACE CONES SEPARATING OPPOSING TRAFFIC AT THE MAXIMUM SPACING OF 25 FEET.
- 4- EXTEND LANE CLOSURES AT THE BUFFER SPACE SUCH THAT STOPPING SIGHT DISTANCE IS PROVIDED TO THE BEGINNING OF THE APPROACH SHIFT TAPER (REFER TO RSD, 1101.11, SHEET 2).
- 5- TMAAS ARE REQUIRED WHEN ADEQUATE BUFFER SPACE CANNOT BE ATTAINED. POSITION TMAAS TO MAINTAIN A ROLL-AHEAD DISTANCE AS RECOMMENDED BY THE MANUFACTURER.
- 6- DRUMS OR SKINNY DRUMS MAY BE USED IN LIEU OF CONES. REFER TO RSD, 1180.01 FOR SKINNY DRUM REQUIREMENTS.
- 7- DO NOT EXCEED A 1 MILE LANE CLOSURE LENGTH UNLESS OTHERWISE SHOWN IN THE TWP OR AS DIRECTED BY THE ENGINEER.
- 8- USE FLAGGERS TO CONTROL TRAFFIC AT INTERSECTIONS AFFECTED BY THE LANE CLOSURE. SUPPLEMENT FLAGGERS LOCATED AT INTERSECTIONS WITH FLAGGER AHEAD SIGNS (W20-74) PLACED UPSTREAM OF THE WORK AREA. SUPPLEMENT THE FLAGGERS WITH SIGNALIZED INTERSECTIONS, FLASHER SIGNALS IN THE FLASHER MODE AND USE LAW ENFORCEMENT.

## LEGEND

- FLAGGER
- CONES
- PORTABLE 818N
- DIRECTION OF TRAFFIC FLOW

NO.	DATE	ENGINEER	DRAWN	REV	REVISION
1	8/27/2014	GC	FW	REV 0	REVISION

USG

PROJECT MANAGER: MIKE WORNOM  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N. NUMBER: 15808  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 600 N SMITHWICK ST, WILMINGTON, NC 27882  
DRAWING NAME: 600 N SMITHWICK ST, WILMINGTON, NC 27882  
CONFIDENTIAL/PROPRIETARY  
SHEET: 16 OF 18

North Carolina  
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# TRAFFIC CONTROL

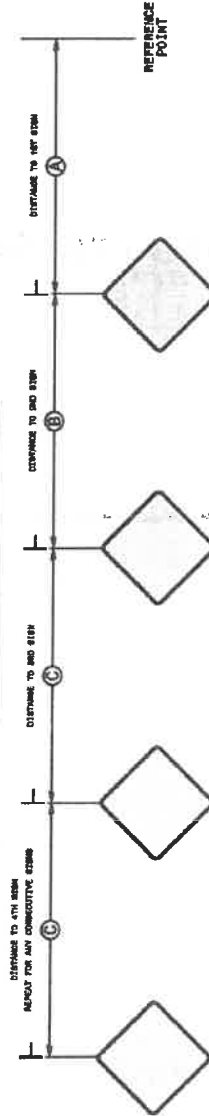
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STATE OF  
NORTH CAROLINA  
DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
RALEIGH, N.C.

ADVANCE WARNING SIGN SPACING CHART			
POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS (FEET)		
	(A)	(B)	(C)
5-30	500	300	200
30-40	500	350	250
40-55	600	400	300
55-60	800	500	400
60-65	1000	600	500
65-70	1200	700	600
70-75	1400	800	700
75-80	1600	900	800
80-85	1800	1000	900
85-90	2000	1100	1000
90-95	2200	1200	1100
95-100	2400	1300	1200
100-105	2600	1400	1300
105-110	2800	1500	1400
110-115	3000	1600	1500
115-120	3200	1700	1600
120-125	3400	1800	1700
125-130	3600	1900	1800
130-135	3800	2000	1900
135-140	4000	2100	2000
140-145	4200	2200	2100
145-150	4400	2300	2200
150-155	4600	2400	2300
155-160	4800	2500	2400
160-165	5000	2600	2500
165-170	5200	2700	2600
170-175	5400	2800	2700
175-180	5600	2900	2800
180-185	5800	3000	2900
185-190	6000	3100	3000
190-195	6200	3200	3100
195-200	6400	3300	3200
200-205	6600	3400	3300
205-210	6800	3500	3400
210-215	7000	3600	3500
215-220	7200	3700	3600
220-225	7400	3800	3700
225-230	7600	3900	3800
230-235	7800	4000	3900
235-240	8000	4100	4000
240-245	8200	4200	4100
245-250	8400	4300	4200
250-255	8600	4400	4300
255-260	8800	4500	4400
260-265	9000	4600	4500
265-270	9200	4700	4600
270-275	9400	4800	4700
275-280	9600	4900	4800
280-285	9800	5000	4900
285-290	10000	5100	5000
290-295	10200	5200	5100
295-300	10400	5300	5200
300-305	10600	5400	5300
305-310	10800	5500	5400
310-315	11000	5600	5500
315-320	11200	5700	5600
320-325	11400	5800	5700
325-330	11600	5900	5800
330-335	11800	6000	5900
335-340	12000	6100	6000
340-345	12200	6200	6100
345-350	12400	6300	6200
350-355	12600	6400	6300
355-360	12800	6500	6400
360-365	13000	6600	6500
365-370	13200	6700	6600
370-375	13400	6800	6700
375-380	13600	6900	6800
380-385	13800	7000	6900
385-390	14000	7100	7000
390-395	14200	7200	7100
395-400	14400	7300	7200
400-405	14600	7400	7300
405-410	14800	7500	7400
410-415	15000	7600	7500
415-420	15200	7700	7600
420-425	15400	7800	7700
425-430	15600	7900	7800
430-435	15800	8000	7900
435-440	16000	8100	8000
440-445	16200	8200	8100
445-450	16400	8300	8200
450-455	16600	8400	8300
455-460	16800	8500	8400
460-465	17000	8600	8500
465-470	17200	8700	8600
470-475	17400	8800	8700
475-480	17600	8900	8800
480-485	17800	9000	8900
485-490	18000	9100	9000
490-495	18200	9200	9100
495-500	18400	9300	9200
500-505	18600	9400	9300
505-510	18800	9500	9400
510-515	19000	9600	9500
515-520	19200	9700	9600
520-525	19400	9800	9700
525-530	19600	9900	9800
530-535	19800	10000	9900
535-540	20000	10100	10000
540-545	20200	10200	10100
545-550	20400	10300	10200
550-555	20600	10400	10300
555-560	20800	10500	10400
560-565	21000	10600	10500
565-570	21200	10700	10600
570-575	21400	10800	10700
575-580	21600	10900	10800
580-585	21800	11000	10900
585-590	22000	11100	11000
590-595	22200	11200	11100
595-600	22400	11300	11200
600-605	22600	11400	11300
605-610	22800	11500	11400
610-615	23000	11600	11500
615-620	23200	11700	11600
620-625	23400	11800	11700
625-630	23600	11900	11800
630-635	23800	12000	11900
635-640	24000	12100	12000
640-645	24200	12200	12100
645-650	24400	12300	12200
650-655	24600	12400	12300
655-660	24800	12500	12400
660-665	25000	12600	12500
665-670	25200	12700	12600
670-675	25400	12800	12700
675-680	25600	12900	12800
680-685	25800	13000	12900
685-690	26000	13100	13000
690-695	26200	13200	13100
695-700	26400	13300	13200
700-705	26600	13400	13300
705-710	26800	13500	13400
710-715	27000	13600	13500
715-720	27200	13700	13600
720-725	27400	13800	13700
725-730	27600	13900	13800
730-735	27800	14000	13900
735-740	28000	14100	14000
740-745	28200	14200	14100
745-750	28400	14300	14200
750-755	28600	14400	14300
755-760	28800	14500	14400
760-765	29000	14600	14500
765-770	29200	14700	14600
770-775	29400	14800	14700
775-780	29600	14900	14800
780-785	29800	15000	14900
785-790	30000	15100	15000
790-795	30200	15200	15100
795-800	30400	15300	15200
800-805	30600	15400	15300
805-810	30800	15500	15400
810-815	31000	15600	15500
815-820	31200	15700	15600
820-825	31400	15800	15700
825-830	31600	15900	15800
830-835	31800	16000	15900
835-840	32000	16100	16000
840-845	32200	16200	16100
845-850	32400	16300	16200
850-855	32600	16400	16300
855-860	32800	16500	16400
860-865	33000	16600	16500
865-870	33200	16700	16600
870-875	33400	16800	16700
875-880	33600	16900	16800
880-885	33800	17000	16900
885-890	34000	17100	17000
890-895	34200	17200	17100
895-900	34400	17300	17200
900-905	34600	17400	17300
905-910	34800	17500	17400
910-915	35000	17600	17500
915-920	35200	17700	17600
920-925	35400	17800	17700
925-930	35600	17900	17800
930-935	35800	18000	17900
935-940	36000	18100	18000
940-945	36200	18200	18100
945-950	36400	18300	18200
950-955	36600	18400	18300
955-960	36800	18500	18400
960-965	37000	18600	18500
965-970	37200	18700	18600
970-975	37400	18800	18700
975-980	37600	18900	18800
980-985	37800	19000	18900
985-990	38000	19100	19000
990-995	38200	19200	19100
995-1000	38400	19300	19200

ENGLISH STANDARD DRAWING FOR  
TRAFFIC CONTROL DESIGN TABLES  
SPACING OF TEMPORARY SIGNS IN SERIES

## STATIONARY OR PORTABLE SIGNS



## GENERAL NOTES

1. REFER TO 2000 MUTCD.
2. USE THIS STANDARD DRAWING IN CONJUNCTION WITH OTHER TRAFFIC CONTROL ROADWAY STANDARD DRAWINGS WHERE SIGN SPACING DISTANCES A, B, C, ARE SPECIFIED.
3. APPLY THE ADVANCE WARNING SIGN SPACING CHART WHERE A SERIES OF 2 OR MORE SIGNS ARE USED. ALL SIGN SPACING DISTANCES ARE APPROXIMATE. FIELD ADJUST AS VARIOUS CONDITIONS OCCUR, SUCH AS LIMITED SIGN DISTANCE, OBSTRUCTION INTERFERENCE, ETC.

STATE OF  
NORTH CAROLINA  
DEPT. OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
RALEIGH, N.C.

ENGLISH STANDARD DRAWING FOR  
TRAFFIC CONTROL DESIGN TABLES  
SPACING OF TEMPORARY SIGNS IN SERIES

SHEET 4 OF 4  
1101.11

NO.	DATE	ENGINEER	DRAFTER	REV.	REVISION
1	8/7/2004	GC	EW		

**USG**

PROJECT MANAGER: MIKE WORMON  
ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
N. NUMBER: 15000  
JOB NAME: PROVIDENCE INTERNET  
JOB ADDRESS: 600 N SMITHWICK ST, WILLIAMSTON, NC 27882  
DRAWING NAME: 600 N SMITHWICK ST, WILLIAMSTON, NC 27882  
CONFIDENTIAL/PROPRIETARY

North 811  
Carolina  
www.north811.com

# RAKE OFF

SEGRA™

TOTAL OUTSIDE PLANT (OSP) RAKE OFF			
UNIT CODE	DESCRIPTION	ESTIMATED QUANTITY	ACTUAL QUANTITY
200-1	INSTALL 1/2" BORE UP TO 1.25" HOLE SCR-1	1789	
200-11	INSTALLATION OF 1/2" W/ SHIELD COVER, 1/2" MCNC LOGO, LOCATED DISK, W/ GROUND ROD	2	
200-17	BORE PIT 3" DIA	3	
200-18	EMER EXISTING HAND HOLE	1	
200-24	CABLE PLACEMENT IN EXISTING CONDUIT	2150	

TOTAL INSIDE PLANT (ISP) RAKE OFF			
UNIT CODE	DESCRIPTION	ESTIMATED QUANTITY	ACTUAL QUANTITY
201-6	BUILDING ENTRY WITH 1" TO 2" CORE BORE (FISER & LEAD MATERIAL INCLUDED)	1	
201-9	BUILD ISP RAKEWAY - PLUMBING PLEAD (BUILT) MATERIAL INCLUDED	51	
201-11	MOUL W/LL TIGHTEN PJP	1	

MATERIALS				
UNIT CODE	DESCRIPTION	ESTIMATED QUANTITY	LINEAR FEET	ACTUAL QUANTITY
600-2	WIC 24 VALVE FDF VALVE MOUNT WTC12/24A-FT	1		
600-8	OPTICAL CABLE CORP LC SW 6-2404. OCC FDF 6 FSDLC	1		
600-15	CHANNEL 24"x36"x56" H-H REF-22, WITH 50/50 SPLIT SHIELD COVER, NOV-SEIZE AUGER PETA BOLT W/ MCNC LOGO	2		
600-24	MARKER POLE INSTALLATION - 2MK-PN 303801-3054-50	2		
600-40	240" DIELECTRIC CABLE W/ TRACER WIFE	2150		
600-44	WFA7 170JND IIM MARKER W/ MCNC LOGO - DN34MCNC2-05	2		
600-45	1.25" SDR 1', HDPE PIPE/ACF 1 W/1 DUCT.	1789	1789	

NO.	DATE	BY	CHK	ENG	DRP	REV	REASON

**USEG**

PROJECT MANAGER: MIKE WORMON  
 ENGINEERING FIRM: UTILITY SOLUTIONS GROUP  
 N. NUMBER: 15009  
 JOB NAME: PROVIDENCE INTERNET  
 JOB ADDRESS: 800 N SMITHWICK ST, WILLIAMSTON, NC 27882  
 DRAWING NAME: 800 N SMITHWICK ST, WILLIAMSTON, NC 27882  
 CONFIDENTIAL/PROPRIETARY

**North 811**  
 Carolina  
 www.north811.com

SHEET 18 OF 18

STATE OF NORTH CAROLINA

COUNTY OF MARTIN

COUNTY OF MARTIN

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT, ("Agreement") is made this \_\_\_\_\_ day of

August, 2024, by and between MCNC, a North Carolina Corporation, hereinafter referred to as "Grantee," and the Town of Williamston, a North Carolina Municipal Corporation, hereinafter referred to as the "Town."

WHEREAS, Grantee desires to encroach on certain public street(s) and/or street right(s) of way (hereinafter collectively "ROW") under Town's jurisdiction for the purpose of constructing and installing a fiber-to-premises infrastructure network (hereinafter "FTTP Network") and the parties wish to memorialize any such permission and conditions through this Agreement rather than individual permits or approvals; and

WHEREAS, the Town is willing to exercise its authority in accordance with N.C.G.S. 160A-296 to grant the Grantee non-exclusive, revocable (subject to applicable law) permission to encroach on the ROW in the locations approved by the Town pursuant to plans approved for the purposes described in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Permission to Encroach. Upon the approval of specific construction plans by the Town, the Town hereby grants the Grantee permission to encroach at the locations described in construction plans in accordance with this Agreement. Encroachments are for the purpose of constructing and/or erecting, installing, maintaining, and operating an FTTP Network, which may consist of aerial or underground fiber optic cables, lines, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; huts; and other similar facilities (hereinafter "Network Facilities"). A general route and proposed design of Grantee's FTTP Network is attached as Exhibit A. Grantee understands and agrees that, notwithstanding any language in this Agreement to the contrary, the Town grants permission only to the extent authorized by law and the terms of the conveyance of the right-of-way, fee, easement, or other property interest to the Town in the ROW or public street. Nothing in this Agreement shall constitute or create an assignment to Grantee by the Town of any easement or license held by the Town or of any rights under any easement or license held by the Town.

Nothing herein contained shall be construed to confer on Grantee an exclusive right to encroach on ROW or public streets or confer any rights to any third party. This Agreement also does not grant usage of Town poles or conduits by the Grantee.

Construction plans that are approved by the Town and show an encroachment shall be added as exhibits to this Agreement and shall be governed by the terms and conditions of this Agreement. Each such approved plan shall have a sequential Exhibit number included on the plan. All such construction plans that show an encroachment shall reference this Agreement and provide that any such installation, operation, or maintenance shall be governed by and incorporated into this Agreement.

2. Pre-Existing Interests. This Agreement and the rights granted hereto are subordinate and subject to the Town's continuing right to use and control the ROW in accordance with North Carolina law. Nothing in this Agreement shall be interpreted to restrict, impair, or affect the Town's right to construct, install, operate, maintain, repair, or remove roadways, sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines, and any other associated facilities or utility and municipal uses.

- a. Grantee's rights are subject to all pre-existing easements, restrictions, conditions, covenants, claims of title and other property interests in the ROW. Grantee shall obtain any permission or rights necessary to accommodate such pre-existing property interests.

2. Grantee's Obligations. The Grantee, its contractors, employees, agents, successors, and assigns shall:

- (a) take all necessary steps, including but not limited to, contacting North Carolina 811 at least three days prior to any digging or excavation to ensure that any activity or operation by Grantee will not interfere with, damage, disrupt, or interrupt any utility located in the ROW, above or below ground;

- (b) notify the Town at least five (5) business days before commencing work at a Town ROW location and at least three (3) days before work begins, take reasonable steps to notify residents of buildings in the area of the affected ROW that work will be performed. Failure to provide the notifications outlined in this Agreement may, in the Town's discretion, result in suspension or termination of this Agreement. Grantee shall not begin work until approval to proceed has been provided by the Town. Approval may be provided through electronic mail and shall not be unreasonably withheld. Approvals will be provided by a representative designated by the Town;

- (c) in the event Grantee will be placing Network Facilities in the ROW within the tolerance zone (as defined in Section 87-117 of the North Carolina Underground Utility Safety and Damage Prevention Act

(hereafter "NC811 Law") of a town water or sewer line or any other town-owned utility line, Grantee shall follow NC811 Law requirements for excavating within that tolerance zone;

(d) provide proper traffic control devices in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways ("MUTÜ"), including but not limited to signs, signal lights, and flagmen for the protection of traffic and amendments or supplements thereto during any installation or maintenance of the Network Facilities pursuant to this Agreement; Grantee shall provide at least five (5) business days' notice to the Town of any work which will require lane closure or traffic control measures lasting more than twenty-four hours; Grantee shall follow all federal, state, and local accessibility regulations, including the MUTCD and the Americans with Disabilities Act;

(e) install, operate, repair and maintain the Network Facilities at Grantee's sole cost and expense and in accordance with federal, state, and local law, and the Town Standard Specifications and Standard Details, as may be amended from time to time. Construction, installation, operation, and maintenance of Network Facilities shall not endanger, inhibit, prevent, or interfere (i) with use of a ROW as a way of passage, (ii) with traffic on any ROW, (iii) with the maintenance of any ROW, (iv) with operation or maintenance of any Town-owned infrastructure located within or adjacent to the ROW, including but not limited to electric lines or poles, underground fiber, and water or sewer lines, or (v) with operation or maintenance of any other infrastructure or equipment lawfully located within the ROW;

(f) in the event Grantee damages any existing gas, electric, communications, water, sewer, or other utility facilities, Grantee shall immediately cease work and notify the Town and the affected utility company of the damage. Grantee will not resume work where damage has occurred until the Town determines that the danger to the public and the utility facilities has been eliminated;

(g) promptly repair any damage to the ROW, all Town-Owned infrastructure, and all other areas disturbed during installation, operation, repair and maintenance of the Network Facilities, including but not limited to pavement, sidewalk, curb and gutter, drainage systems, signs, pavement markings, underground fiber, utility poles, electric lines, and water or sewer lines, and shall restore same to the condition existing prior to Grantee's disturbance, re-establishing grass cover with seeding and spreading of straw for finishing, all to the Town's satisfaction which shall be based on the industry standards for such activity;

(h) comply with all Town ordinances, rules, and regulations regarding stormwater discharge and soil erosion and sedimentation control as well as the Town's Standard Specifications and Standard

Details for roadway and utility construction;

(i) reimburse Town for any reasonable costs or expenses of Town for any repairs or maintenance to the ROW, any Town-owned infrastructure, or other Town-owned structures resulting from or related to Grantee's negligence or willful misconduct in performing the installation, operation, maintenance, repair, or existence of the Network Facilities following receipt of invoices from the Town detailing those costs and/or expenses, including supporting documentation evidencing them, if requested and available;

(j) in the event that Town, its employees, agents, or contractors, in Town's sole discretion, need to conduct work in the ROW for a legitimate governmental purpose that will conflict with the Network Facilities, Grantee shall within a commercially reasonable time, remove or alter the Network Facilities at its cost, unless applicable law provides otherwise. In the event of a public emergency that creates an imminent threat to the health, safety, or property of the Town or its residents, the Town may remove or relocate any applicable Network Facilities without notice to Grantee, provided, however, that Town will make best efforts to provide prior notice to Grantee before making an emergency removal or relocation. Town will provide Grantee a detailed description of any emergency removals or relocations of Network Facilities. If Grantee abandons any portion of its Network Facilities, Grantee shall notify the Town and remove the Network Facilities at Grantee's expense, provided, however, that Town and Grantee shall discuss whether underground facilities may be abandoned in place or transferred to Town at the mutual agreement of Grantee and Town;

(k) understand and agree that damage or destruction may occur to Network Facilities and other property of Grantee in the course of Town's operations and that Town has no obligation to take extraordinary measures to protect Grantee, Grantee's property, or Network Facilities or to minimize, mitigate, or avoid any such damage; and release, waive, and discharge any legal rights or claims to seek payment or relief of any kind from the Town, its elected officials, boards, commissions, and employees, for any damages resulting from Town's operations, maintenance, or other use of the ROW under its prior and continuing right to use the ROW;

(l) understand and agree that permission provided by this Agreement is non-exclusive, that additional encroachments by others may currently exist and be permitted in the future in the ROW ("Third Party Encroachments"), and that Town is not liable for any damage to Network Facilities that arise from the installation, operation, maintenance, or existence of Third-Party Encroachments; and that any recourse for such damage must be from the Third-Party Encroacher;

(m) release, waive, and discharge any legal rights to seek payment or relief of any kind from the Town, its elected officials, boards, commissions, and employees, for any damages due to or resulting from Third Party Encroachments;

(n) hold the Town, its officers, employees, and elected officials harmless from any and all liability arising out of the construction, installation, maintenance, repair, or existence of the Network Facilities and associated restoration activities in the ROW; that it will defend the Town, its officers, employees, and elected officials, and pay reasonable attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, employees, and elected officials against any and all loss sustained by reason of negligence, recklessness, or intentional wrongful conduct of Grantee arising out of the installation, maintenance, operation, repair, removal, location, or existence of Network Facilities, provided, however, that indemnification relating to personal injury of employees will not apply to any claims made by Town's employees that are covered under applicable workers' compensation laws, and provided, further, that Grantee's indemnification obligations shall not extend to liability to the extent caused by the negligence or willful misconduct of any indemnitee;

(o) comply with all applicable Federal, State, and local laws and regulations. Grantee, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes; and

(p) maintain valid general liability insurance in the combined single limit (bodily injury and property damage) amount of \$5,000,000 general aggregate, commercial automobile liability insurance in the minimum amount of \$2,000,000, and provide certificates of such insurance naming the Town of Williamston as an additional insured by endorsement to the policies. Grantee shall maintain an umbrella excess policy in the minimum amount of \$3,000,000 over primary insurance. Additionally, Grantee shall maintain and show proof of workers' compensation within the NC statutory limits and employer's liability insurance in the minimum amount of \$1,000,000. Grantee shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Williamston within 10 days of their receipt of notice from the insurance company. All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Grantee to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any

STATE OF NORTH CAROLINA

COUNTY OF MARTIN

respect, under North Carolina law. All insurance certificates, endorsements, coverage verifications and any other items required pursuant to this Agreement will be mailed directly to:

Town of Williamston

Attn: Town Administrator

PO Box 506

Williamston, NC 27892

4. Microtrenching. Installation of Network Facilities through the use of microtrenching (installing conduits within the edges of sidewalk or roads) that in any way impacts any Town-Owned street, road, sidewalk, curb, gutter, or infrastructure of any kind is prohibited under this Agreement unless first approved in writing by the Town. Approval may be provided through electronic mail.

5. As-Built Maps. Grantee will maintain accurate as-built drawings and maps of its Network Facilities located in the Town and provide them to the Town upon request and subject to applicable confidentiality protections under North Carolina law.

6. Required Relocation. In the event Grantee's Network Facilities would interfere with the Town's use of the ROW for a legitimate governmental purpose, including but not limited to, construction or installation of water, sewer, or electric lines, or construction/relocation of a public road, Grantee will, upon written notice from the Town, relocate its Network Facilities at Grantee's expense to another location in the public ROW as may be agreed upon by the Parties. Relocation shall occur within a commercially reasonable time period after receiving notice from the Town, considering the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances. Notwithstanding the foregoing, Town may not require Licensee to relocate or remove its Network Facilities with less than one hundred and eighty (180) days' notice except in the event of an emergency as described in this Agreement.

7. Contractors and Subcontractors. Grantee may retain contractors and subcontractors to perform the work contemplated by this Agreement on behalf of Grantee. Grantee will notify the Town in writing of the identity of and contact information for each contractor and subcontractor performing any work for the Grantee in the Town prior to commencement of the work by the contractor or subcontractor. The contact information to be provided to the Town shall include the contractor's state license information and



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the name and telephone number of the contractor/subcontractor representative with supervisory authority of the work.

8. Term. This Agreement is effective on the date the last party to sign executes this Agreement ("Effective Date"). The initial term will be five (5) years from the Effective Date. At the end of the initial term, the Agreement shall automatically renew for successive five-year terms unless terminated by either party in accordance with this Agreement or unless superseded by a new or amended agreement. Either party may terminate this Agreement for convenience upon sixty days (60) days written notice to the other party. In the event of termination of this Agreement, the Agreement will nevertheless continue to govern any construction plans approved by the Town and that are Exhibits to this Agreement prior to the effective date of termination. Notwithstanding the foregoing, a grant of permission to encroach shall become void, and this Agreement terminated, as to any individual Town approved construction plans if the Grantee does not begin installation of the Facilities covered by that permit application in the relevant ROW within one (1) year of the date the plans are approved, unless the approval is updated in writing by the Town, and thereafter diligently pursue installation to completion.

9. Notice. Notices related to this Agreement shall be sent to Grantee at the following email address and fax number for notice is \_\_\_\_\_.

Mailed notices, if required, will be sent to Grantee at:

MCNC

3012 E Cornwallis Rd

Research Triangle Park, NC 27709

Notices to the Town shall be sent to:

Town of Williamston

Attn: Town Administrator

PO Box 506

Williamston, NC 27892

Notices are effective when delivered in person, upon confirmation of receipt when sent by facsimile or electronic mail, on the next business day if transmitted by registered or certified mail, postage

STATE OF NORTH CAROLINA

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prepaid (with confirmation of delivery), on the next business day if transmitted by overnight courier (with confirmation of delivery), or three (3) days after the date of mailing, whichever is earlier.

10. Recitals. The Recitals are incorporated herein.

11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the parties agree that the proper venue for all suits or actions related to Agreement shall be in Martin County, North Carolina.

12. Miscellaneous.

(a) Neither party waives any rights it may have under applicable law with respect to the subject matter in this Agreement and no breach or non-performance of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties.

(b) There are no third-party beneficiaries to this Agreement.

(c) The individual signing this Agreement warrants that he/she has the authority to do so and binds the Grantee to the obligations set forth herein.

(d) Grantee acknowledges that records in the custody of Town are public records and subject to public records requests unless such records are exempt from disclosures under North Carolina law. The burden of claiming an exemption from disclosure shall rest solely with

Grantee and Grantee shall comply with North Carolina law in asserting any such exemption. Town shall make reasonable efforts to notify Grantee of any requests made for disclosure of documents submitted under any claim of exemption from public records requests, and Grantee may take any appropriate actions, at its own expense, to prevent disclosure of such material. (e) Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town's police powers or regulatory authority.

(f) No elected official, agent, or employee of the Town shall be subject to any personal liability by reason of the execution of this Agreement, such elected officials, agents, or employees

STATE OF NORTH CAROLINA

COUNTY OF MARTIN

shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities.

(g) Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

(h) This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, and may only be amended only by written amendment in a writing signed by both parties.

(i) In the event of conflict between the requirements of this Agreement, the Town's ordinances, or the terms of any applicable construction plans, the more restrictive requirement shall apply.

(j) The Encroachment shall not be enlarged or increased beyond that shown in any individual approved construction plans.

(k) Grantee binds itself, its successors, permitted assigns and legal representatives to the terms of this Agreement. This Agreement may not be assigned without the prior written consent of the Town. In the event Grantee retains subcontractors to perform any activities covered by this Agreement, Grantee shall be and remain responsible for all activities and all required insurance, all entities performing the work must be North Carolina licensed and bonded contractors.

STATE OF NORTH CAROLINA

COUNTY OF MARTIN

IN WITNESS WHEREOF, each of the parties to this Agreement has caused the same to be executed in the day and year first above written.

GRANTEE:

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

Printed Name:

Title:

Attached: Exhibit A(Approved Plan)

# Memo

**To:** Mayor and Commissioners

**From:** Allen Overby

**Date:**

**Re:** Community Garden

Mayor and Board,

This is an update on the community garden. The Town Board approved leasing part of the property at West End Tennis Courts in 2020 to a community garden group. The Town liaison was Zach, who worked in the planning department at the time.

I spoke with John O'Daniel, former Town Administrator, prior to the board approval. I had concerns about putting the garden at West End because it would limit any future expansion of tennis, pickle ball, etc. at this facility.

I am also concerned about the appearance. We get complaints on a regular basis about the upkeep of the area. The board may also want to consider a more detailed agreement than the one attached.

**Recommendation:** Consider if West End is the best area to have the community garden and/or create a new agreement with the community garden group.

# Town of Williamston, NC

## Planning, Zoning, & Fire Departments

Fee \$25.00

Tax Parcel # 0503954

Zoning Permit ☒ Fire Permit ☐ Sign Permit ☐

L O C A T I O N	Date (mm/dd/yy)	9/28/2020	Estimated Number of Employees (New Businesses or Change of Occupancy)	8
	Property/Business Name	Williamston Community Garden (FWWID)		
	Street Address	105 S Edgewood Ave		
	Contact Name	Princess Foster	Property/Business Phone	(252)-217-2614
O W N E R	Owner/Operator	Town of Williamston	Owner/Operator Phone	(252)-792-5142
	Address			
	City/State/Zip			
C O N T R A C T O R	Contractor		Contractor Phone	( )- -
	Address			
	City/State/Zip			
	Site Contact Name		Contact Phone	( )- -
Office Use Only	Zoning District	R8	Plans Attached	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Floodplain Map	No	Watershed Protection Area	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Proposed Use of Property	Community Garden		
	New Construction <input type="checkbox"/> New Business <input type="checkbox"/> Tent <input type="checkbox"/> Addition to Building <input type="checkbox"/> Change in Occupancy <input type="checkbox"/>			
	Setback Requirements	Front <u>  </u> ', Rear <u>  </u> ', Sides <u>  </u> ', Corner <u>  </u> '		
	Special Use Permit	Yes <input type="checkbox"/> No <input type="checkbox"/>		
	Conditions in regards to issuance of this permit:			

Undersigned agrees to and understands that:

Any and all conditions relating to this permit must be met prior to electrical and water service finals and occupancy of the premises.

3/28/20  
Town Representative

Princess Foster  
Applicant

**License Agreement**

This license agreement made this the 22<sup>nd</sup> day of September, 2020 by the Town of Williamston and the Williamston Community Gardeners, an unincorporated association;

Witnesseth:

The Town of Williamston hereby grants to the Williamston Community Gardeners a license to have and maintain a community garden at 105 S Edgewood Ave, Williamston, NC. This license shall begin on the 22<sup>nd</sup> day of September, 2020 and continue until terminated, on condition that the premises are maintained so as not to interfere with the use of the tennis courts on the property and so as to comply with good husbandry practices. The association agrees to keep the premises in good condition and to return the land to its prior state upon the termination of this license.

By:

Town of Williamston

9/22/2020  
Date

By:

Williamston Community Gardeners

9/23/2020  
Date





























# MEMO

To: Mayor and Commissioners

From: Stacy Stalls

Date: October 1, 2024

Re: Consider Accepting Bid for Street Paving Project

Mayor and Board:

As you recall, we sent out requests for proposals for a street paving project. Sealed bids were to be received by September 16<sup>th</sup> at 5:00pm at Town Hall. We received four bids for this project. The bids were opened on September 17<sup>th</sup> at 2:00pm at Town Hall.

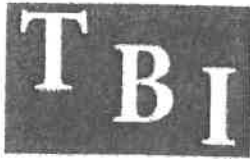
As you will see in your packet, the bids came in as follows:

1. Simmons Public Utility Site Work Inc. - quoted \$273,097.40
2. Fred Smith Company – quoted \$228,070.00
3. Barnhill Contracting – quoted \$234,385.57 but had a note attached stating they would deduct \$10,000 if ALL five (5) streets were included. We will be doing ALL five (5) streets, so their bid would actually be \$224,385.57.
4. Tripp Brothers Inc. (TBI) – quoted \$189,329.00

Tripp Brothers was the low bid. They have done several jobs in the past and have done excellent work.

**Recommendation:** Approve accepting Tripp Brothers Inc. low bid for the street paving project.





Tripp Bro's, Inc.

**Tripp Bro's, Inc.**

P.O. Box 128

Ayden, NC 28513

Contact: Thomas Jones

Phone: 252-714-1597

Email: thomas@trippbrothers.com

Quote To: Town of Williamston  
Date: 9/16/2024Job Name: Town of Williamston 2024  
Estimate #: 3991

Phone:

Email:

Date Of Plans:

Revision Date:

Job Address: Town of Williamston

Quotation Valid Until: 30 Days  
Net Terms: 10 Days

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>Victoria Ave</b>					
10	Tack and Overlay 1.5" S9.5B	2,317.00	SY	12.10	28,035.70
20	Manhole Adjustment	5.00	EA	96.00	480.00
30	Valve Box Adjustment	1.00	EA	42.00	42.00
<b>Victoria Ave Total</b>					<b>28,557.70</b>
<b>N Park Ave</b>					
40	Tack and Overlay 1.5" S9.5B	4,205.00	SY	12.10	50,880.50
50	Manhole Adjustment	6.00	EA	96.00	576.00
60	Valve Box Adjustment	1.00	EA	42.00	42.00
<b>N Park Ave Total</b>					<b>51,498.50</b>
<b>N Edgewood</b>					
70	Tack and Overlay 1.5" S9.5B	2,934.00	SY	12.10	35,501.40
80	Manhole Adjustment	3.00	EA	96.00	288.00
<b>N Edgewood Total</b>					<b>35,789.40</b>
<b>Park Dr</b>					
90	Tack and Overlay 1.5" S9.5B	2,570.00	SY	12.10	31,097.00
100	Manhole Adjustment	3.00	EA	96.00	288.00
<b>Park Dr Total</b>					<b>31,385.00</b>
<b>First St</b>					
110	Tack and Overlay 1.5' S9.5B	3,444.00	SY	12.10	41,672.40
120	Manhole Adjustment	4.00	EA	96.00	384.00
130	Valve Box Adjustment	1.00	EA	42.00	42.00
<b>First St Total</b>					<b>42,098.40</b>
<b>GRAND TOTAL</b>					<b>\$189,329.00</b>

**NOTES:**

- Estimate does include testing of asphalt and traffic control for our work
- Estimate is based on 3 mobilizations; additional mobs will be \$1,500.00 per each move

-Tripp Bro's, Inc is NOT responsible for water standing or ponding on any grade less than 2%

-Estimate does NOT include Permanent Seeding, Strawing, Layouts, Foundations or Retaining Walls, Compaction Test, Engineering, Contaminated Soils, Unsuitable Soils, Sleeves, Permits or Obstructions other than what is noted in scope or any and all work not noted in the description of this Proposal.

-All asphalt prices in this proposal are based on the NCDOT Monthly Terminal FOB Asphalt Binder Price of \$591.63 per ton for the month of September 2024. If the asphalt ement price increases from this stated price at any time during the performance of the asphalt work, we reserve the right to adjust our prices in accordance with the Monthly Terminal FOB Asphalt Binder Price and/or Plant Cost.

-Acceptance of Proposal: The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

---

Customer Signature & Date

---

Tripp Bro's, Inc Representative

\*\*\*If proposal is accepted, please inform us so we may send you the Contract/Proposal via DocU Sign



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2024

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

CONTACT  
NAME: CLIENT CONTACT CENTER  
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664

E-MAIL  
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935

INSURED  
TRIPP BRO'S, INC.  
PO BOX 128  
AYDEN, NC 28513-0128

INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 390

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) EXCLUDED
							PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS & COMPIOP ACC \$2,000,000
	OTHER:						
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per Accident)
	<input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

TOWN OF WILLIAMSTON  
PO BOX 506  
102 E MAIN STREET  
WILLIAMSTON, NC 27892-0506

380 0

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## CERTIFICATE OF LIABILITY INSURANCE

Page 178  
DATE (MM/DD/YYYY)  
9/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Towne Insurance Agency, LLC 1000 Red Banks Road Greenville, NC 27858		<b>CONTACT NAME:</b> JoAnn Johnston <b>PHONE (A/C, No, Ext):</b> (252) 317-0916 <b>FAX (A/C, No):</b> (252) 756-9092 <b>E-MAIL ADDRESS:</b> jjohnston@towneinsurance.com		
<b>INSURED</b>  Tripp Bro's, Inc. Bobby Tripp P.O. Box 128 Ayden, NC 28513		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> United Wisconsin Insurance Company		29157
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	X 100048496	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

TOWN OF WILLIAMSTON  
PO BOX 506  
Williamston, NC 27892

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**PROPOSAL AND  
ACCEPTANCE**

Telephone: (252) 209-8144

Fax: (252) 209-8148

Proposal submitted to:  
Town of WilliamstonPhone 252.792.1024  
Fax

Date 9/16/2024

Street  
PO Box 506Job Name  
Asphalt Paving Street 2024City, State and Zip Code  
Williamston, NC 27892Job Location  
Town of WilliamstonAttention  
Edward Keel

Email

**We hereby submit specifications and estimates for:**

- 1) Victoria Avenue from Main Street to Weaver Drive: Asphalt resurfacing existing street with 1.5" inches of NCDOT type S9.5B mix. Existing street will be cleaned, tack coated, and utility ring adjustments prior to new asphalt overlay.  
**Lump Sum Price: \$36,140.00**
- 2) N. Park Avenue from Main Street to dead end: Asphalt resurfacing existing street with 1.5" inches of NCDOT type 9.5B mix. Existing street will be cleaned, tack coated, and utility ring adjustments prior to new asphalt overlay.  
**Lump Sum Price: \$57,510.00**
- 3) N. Edgewood from Main Street to dead end: Asphalt resurfacing existing street with 1.5" inches of NCDOT type 9.5B mix. Existing street will be cleaned, tack coated, and utility ring adjustments prior to new asphalt overlay.  
**Lump Sum Price: \$46,910.00**
- 4) Park Drive from Carolina Avenue to Martin Street: Asphalt resurfacing existing street with 1.5" inches of NCDOT type 9.5B mix. Existing street will be cleaned, tack coated, and utility ring adjustments prior to new asphalt overlay.  
**Lump Sum Price: \$40,150.00**
- 5) First Street from Victoria Avenue to McCaskey Road: Asphalt resurfacing existing street with 1.5" inches of NCDOT type 9.5B mix. Existing street will be cleaned, tack coated, and utility ring adjustments prior to new asphalt overlay.  
**Lump Sum Price: \$47,360.00**

\*Price does not include milling of existing asphalt pavement, removal and replace of existing asphalt pavement, undercut and placement of CABC stone.

\$228,070.00**WE PROPOSE** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:See price above(\$                     )Payment to be made as follows: Upon Completion

All Material is Guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. And will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Terms on reverse side are a part of Proposal/Contract.

Authorized  
SignatureE. Jim  
ManagerNote: This proposal may be withdrawn by us if not  
accepted within thirty (30) days.

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

FIRM NAME

SIGNATURE

Date of Acceptance                     

PRINT NAME AND TITLE



841 Sun Gro Drive  
Elizabeth City, NC 27909

GENERAL CONTRACTORS

## PROPOSAL

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PROPOSAL SUBMITTED TO Town of Williamston, Public Works Dept.	PHONE (252)792-5142	DATE 9/12/24
STREET P.O. Box 506	JOB NAME 2024 Street Program	
CITY, STATE AND ZIP CODE Williamston, NC 27892	JOB LOCATION Williamston, NC	
ATTENTION Mrs. Jackie Escobar, Town Clerk		

Our bid is based on the following:

I. Victoria Ave (Main St. to Weaver Dr.)  
Overlay with 1 1/2" of S9.5B asphalt.

Lump Sum Price: \$38,206.97

II. N. Park Ave (Main St. to Dead End)  
Overlay with 1 1/2" of S9.5B asphalt.

Lump Sum Price: \$60,050.35

III. N. Edgewood (Main St. to Dead End).  
Overlay with 1 1/2" of S9.5B asphalt.

Lump Sum Price: \$46,104.20

IV. Park Drive (Carolina Ave to Martin St.)  
Overlay with 1 1/2" of S9.5B asphalt.

Lump Sum Price: \$41,567.49

V. First Street (Victoria Ave to McCaskey Rd.)  
Overlay with 1 1/2" of S9.5B asphalt.

Lump Sum Price: \$48,456.56

**\*\*Note: Deduct \$10,000.00 from total if all 5 streets are awarded.**

\$ 234,385.57

### Unit Pricing:

Patching.....\$285.00/ton  
1 1/2" Manhole Riser Rings.....\$350.00/ea  
1 1/2" Water Valve Riser Rings.....\$275.00/ea

(See Page 2 for Exclusions)

### PAYMENT TO BE MADE AS FOLLOWS:

**MONTHLY ESTIMATES. NET UPON RECEIPT OF INVOICE WITH A 1-1/2%  
MONTHLY SERVICE CHARGE ON ACCOUNTS OVER THIRTY (30) DAYS PAST  
DUE WHICH IS AN 18% ANNUAL RATE.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Your project will not be scheduled until we receive your signed acceptance.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**Exclusions:**

- Engineer
- As-Built
- Testing
- Stakeout
- Adjustments
- Signs

Pavement Markings  
Utilities  
Concrete Items  
Seeding  
Permits/Fees  
Milling

Bond  
Signal Loops  
Sandfill  
Topsoil  
Patching

**Should you require additional information, please call (252) 335-9503.**

**Simmons Public Utility Site Work, Inc**  
 6545 Dothan Road  
 Tabor City, NC 28463

(910) 653-9186 Phone  
 (910) 377-2078 Fax  
 (910) 207-3584 Mobile  
 spusw1@atmc.net

**Estimator:**

**Certifications**

DBE, SBE, MBE, HUB, HUB Zone  
 NC Pre Approved Subcontractor

**Proposal For:**

Town of Williamston

**Date:**

September 14, 2024

**Quote#:**

**Project Manager:**

Line #	Description	Quantity	Unit	Unit Cost	Total
1	Victoria Ave 1.5" of asphalt	2,200	SY	\$ 21.66	\$ 47,652.00
	Manholes	6	EA	\$ 1,800.00	\$ 10,800.00
	Water Valve	1	EA	\$ 1,800.00	\$ 1,800.00
	Mob	1	LS	\$ 6,694.67	\$ 6,694.67
					<b>\$ 66,946.67</b>
2	N Park Ave 1.5" of asphalt	1,058	SY	\$ 32.89	\$ 34,797.62
	Manholes	6	EA	\$ 1,800.00	\$ 10,800.00
	Water Valve	1	EA	\$ 1,800.00	\$ 1,800.00
	Mob	1	LS	\$ 5,266.40	\$ 5,266.40
					<b>\$ 52,664.02</b>
3	N Edgewood 1.5" of asphalt	304	SY	\$ 109.45	\$ 33,272.80
	Manholes	3	EA	\$ 1,800.00	\$ 5,400.00
	Water Valve	1	EA	\$ 1,800.00	\$ 1,800.00
	Mob	1	LS	\$ 4,496.98	\$ 4,496.98
					<b>\$ 44,969.78</b>
4	Park Dr. 1.5" of asphalt	2,660	SY	\$ 21.21	\$ 56,418.60
	Manholes	3	EA	\$ 1,800.00	\$ 5,400.00
	1 Water Valve	1	EA	\$ 1,800.00	\$ 1,800.00
	Mob	1	LS	\$ 7,068.73	\$ 7,068.73
					<b>\$ 70,687.33</b>
5	First St. 1.5" of asphalt	258	SY	\$ 97.08	\$ 25,046.64
	Manholes	3	EA	\$ 1,800.00	\$ 5,400.00
	Water Valve	2	EA	\$ 1,800.00	\$ 3,600.00
	Mob	1	LS	\$ 3,782.96	\$ 3,782.96
					<b>\$ 37,829.60</b>

Thank you for giving us the opportunity to quote this work for you.  
 We look forward to doing business with you.

**Total: \$ 273,097.40**

**Christopher Simmons**  
**President**

**Accepted by:** \_\_\_\_\_



# Memo

**To:** Mayor and Commissioners

**From:** Travis Cowan

**Date:** 10-2-2024

**Re:** Appointment to the MCRWASA Board

Mayor and Board,

With the retirement of Eric Pearson there will be a vacated seat on the MCRWASA Board. This seat is appointed by the Town of Williamston Board of Commissioners. The seat was originally filled by the Administrator to allow for input from the town relative to the operation of the water treatment facility and distribution of product to customers.

**Recommendation:** Appoint the new Town Administrator, Travis Cowan, to the MCRWASA board.

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
Fund Or Attrib: 10 General									
Type: Revenues									
Dept:									
10	Revenues	10-3100-311	CURRENT YEAR TAX		\$3,110,857.0	\$0.00	\$76,364.42	(\$3,034,492.	2.45%
10	Revenues	10-3100-311	VEHICLE TAXES		\$400.00	\$0.00	\$1,203.36	\$803.36	300.84%
10	Revenues	10-3100-311	VEHICLE TAXES - NEW		\$350,000.00	\$0.00	\$31,708.79	(\$318,291.21	9.06%
10	Revenues	10-3100-311	PRIOR YEAR TAX		\$225,000.00	\$0.00	\$75,659.99	(\$149,340.01	33.63%
10	Revenues	10-3100-311	MISC PROPERTY TAX		\$8,000.00	\$0.00	\$805.61	(\$7,194.39)	10.07%
10	Revenues	10-3100-311	GAP - TAXES		\$1,500.00	\$0.00	\$0.00	(\$1,500.00)	0.00%
10	Revenues	10-3100-312	FIRE DISTRICT FUNDS		\$280,000.00	\$0.00	\$0.00	(\$280,000.00	0.00%
10	Revenues	10-3100-316	AMOUNTS REFUNDED		(\$1,000.00)	\$0.00	(\$164.79)	\$835.21	16.48%
10	Revenues	10-3100-317	PENALTIES AND INTER		\$62,000.00	\$0.00	\$11,615.15	(\$50,384.85)	18.73%
10	Revenues	10-3100-317	PENALTIES & INTERES		\$250.00	\$0.00	\$171.41	(\$78.59)	68.56%
10	Revenues	10-3100-317	INTEREST - VEHICLE T		\$2,500.00	\$0.00	\$359.93	(\$2,140.07)	14.40%
10	Revenues	10-3100-319	MARTIN CO TAX COM		(\$30.00)	\$0.00	(\$34.37)	(\$4.37)	114.57%
10	Revenues	10-3100-319	MARTIN CO TAX COM		(\$11,000.00)	\$0.00	(\$1,090.15)	\$9,909.85	9.91%
10	Revenues	10-3200-323	LOCAL OPTION SALES		\$1,385,745.0	\$0.00	\$237,254.82	(\$1,148,490.	17.12%
10	Revenues	10-3200-325	TAXI LICENSES		\$30.00	\$0.00	\$0.00	(\$30.00)	0.00%
10	Revenues	10-3200-325	GROSS RECEIPTS TAX		\$14,400.00	\$0.00	\$3,712.43	(\$10,687.57)	25.78%
10	Revenues	10-3200-327	BEER & WINE LICENSE		\$300.00	\$0.00	\$0.00	(\$300.00)	0.00%
10	Revenues	10-3200-328	AUTO LICENSES		\$100.00	\$0.00	\$0.00	(\$100.00)	0.00%
10	Revenues	10-3200-328	AUTO LICENSES - NEW		\$20,000.00	\$0.00	\$1,433.10	(\$18,566.90)	7.17%
10	Revenues	10-3300-332	BEER AND WINE TAX		\$23,000.00	\$0.00	\$0.00	(\$23,000.00)	0.00%
10	Revenues	10-3300-332	UTILITY FRANCHISE T		\$350,000.00	\$0.00	\$0.00	(\$350,000.00	0.00%
10	Revenues	10-3300-332	TELECOMMUNICATION		\$36,500.00	\$0.00	\$0.00	(\$36,500.00)	0.00%
10	Revenues	10-3300-332	VIDEO FRANCHISE FEE		\$26,600.00	\$0.00	\$0.00	(\$26,600.00)	0.00%
10	Revenues	10-3300-332	PIPED NATURAL GAS S		\$2,000.00	\$0.00	\$0.00	(\$2,000.00)	0.00%
10	Revenues	10-3300-332	CONTROL SUBS & FED		\$7,000.00	\$0.00	\$0.00	(\$7,000.00)	0.00%
10	Revenues	10-3300-333	HOLD HARMLESS REIM		\$450,000.00	\$0.00	\$75,235.43	(\$374,764.57	16.72%
10	Revenues	10-3300-339	HAZMAT - RRT1		\$69,000.00	\$0.00	\$7,606.95	(\$61,393.05)	11.02%
10	Revenues	10-3400-344	PAYMENTS IN LIEU OF		\$6,000.00	\$0.00	\$0.00	(\$6,000.00)	0.00%
10	Revenues	10-3400-344	ABC DISTRIBUTION		\$20,000.00	\$0.00	\$0.00	(\$20,000.00)	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Revenues	10-3400-344	RESCUE SQUAD-MARTI		\$535,669.00	\$0.00	\$133,917.25	(\$401,751.75)	25.00%
10	Revenues	10-3400-344	RECREATION-MARTIN		\$9,677.00	\$0.00	\$0.00	(\$9,677.00)	0.00%
10	Revenues	10-3400-344	COURT FEES		\$1,000.00	\$0.00	\$140.83	(\$859.17)	14.08%
10	Revenues	10-3400-348	SOLID WASTE - QUAR		\$4,500.00	\$0.00	\$947.09	(\$3,552.91)	21.05%
10	Revenues	10-3400-349	ON-BEHALF OF PAYME		\$25,000.00	\$0.00	\$0.00	(\$25,000.00)	0.00%
10	Revenues	10-3500-351	EMS COLLECTIONS		\$797,495.00	\$0.00	\$70,172.24	(\$727,322.76)	8.80%
10	Revenues	10-3500-351	EMS - MEDICAID		\$100,000.00	\$0.00	\$481.90	(\$99,518.10)	0.48%
10	Revenues	10-3500-351	RECREATION-RENTS		\$3,000.00	\$0.00	\$330.00	(\$2,670.00)	11.00%
10	Revenues	10-3500-351	REC/PROGRAMS		\$15,000.00	\$0.00	\$5,169.34	(\$9,830.66)	34.46%
10	Revenues	10-3500-351	REC/MEMBERSHIPS		\$4,300.00	\$0.00	\$648.00	(\$3,652.00)	15.07%
10	Revenues	10-3500-352	REC/OTHER		\$5,500.00	\$0.00	\$1,446.00	(\$4,054.00)	26.29%
10	Revenues	10-3500-352	CEMETERY		\$115,000.00	\$0.00	\$14,800.00	(\$100,200.00)	12.87%
10	Revenues	10-3500-353	ZONING		\$3,000.00	\$0.00	\$315.00	(\$2,685.00)	10.50%
10	Revenues	10-3500-353	POLICE DEPT		\$1,500.00	\$0.00	\$342.34	(\$1,157.66)	22.82%
10	Revenues	10-3500-354	STREET,DRIVEWAYS,C		\$1,100.00	\$0.00	\$0.00	(\$1,100.00)	0.00%
10	Revenues	10-3600-361	INVESTMENT EARNIN		\$220,000.00	\$0.00	\$39,958.13	(\$180,041.87)	18.16%
10	Revenues	10-3600-361	SALES OF FIXED ASSE		\$40,000.00	\$0.00	\$0.00	(\$40,000.00)	0.00%
10	Revenues	10-3600-361	SALES OF SUBSTANDA		\$1,000.00	\$0.00	\$0.00	(\$1,000.00)	0.00%
10	Revenues	10-3600-362	ROOKS TRUST FUND		\$10,000.00	\$0.00	\$0.00	(\$10,000.00)	0.00%
10	Revenues	10-3600-362	CASH OVER & SHORT		\$0.00	\$0.00	\$38.75	\$38.75	0.00%
10	Revenues	10-3600-363	RETURNED CHECKS		\$100.00	\$0.00	\$0.00	(\$100.00)	0.00%
10	Revenues	10-3600-363	INSURANCE CLAIMS		\$10,000.00	\$0.00	\$0.00	(\$10,000.00)	0.00%
10	Revenues	10-3600-364	FIRE INSPECTION APP		\$1,000.00	\$0.00	\$40.00	(\$960.00)	4.00%
10	Revenues	10-3600-364	FIRE CODE PERMITS		\$325.00	\$0.00	\$25.00	(\$300.00)	7.69%
10	Revenues	10-3600-366	MISCELLANEOUS REVE		\$500.00	\$0.00	\$77.66	(\$422.34)	15.53%
10	Revenues	10-3600-530	SKINNER WAREHOUSE		\$0.00	\$0.00	\$2,250.00	\$2,250.00	0.00%
10	Revenues	10-3900-391	UNDESIGNATED		\$59,500.00	\$0.00	\$0.00	(\$59,500.00)	0.00%
					\$8,403,318.00	\$0.00	\$792,941.61	(\$7,610,376.39)	9%
					\$8,403,318.00	\$0.00	\$792,941.61	(\$7,610,376.39)	9%
Type: Expenses									
Dept: 420									
10	Expenses	10-4200-020	REGULAR SALARIES	420	\$623,530.00	\$0.00	\$134,191.36	\$489,338.64	21.52%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-4200-030	TEMPORARY SALARIES	420	\$2,500.00	\$0.00	\$88.00	\$2,412.00	3.52%
10	Expenses	10-4200-050	FICA TAX	420	\$48,900.00	\$0.00	\$9,127.50	\$39,772.50	18.67%
10	Expenses	10-4200-060	GROUP INSURANCE	420	\$68,250.00	\$0.00	\$16,733.11	\$51,516.89	24.52%
10	Expenses	10-4200-065	GROUP INSURANCE-D	420	\$60,000.00	\$0.00	\$8,989.19	\$51,010.81	14.98%
10	Expenses	10-4200-070	RETIREMENT	420	\$92,340.00	\$0.00	\$16,677.03	\$75,662.97	18.06%
10	Expenses	10-4200-090	PROFESSIONAL SERVI	420	\$176,000.00	\$0.00	\$25,274.53	\$150,725.47	14.36%
10	Expenses	10-4200-100	EMPLOYEE TRAINING	420	\$17,000.00	\$0.00	\$2,783.92	\$14,216.08	16.38%
10	Expenses	10-4200-110	TELEPHONE	420	\$8,500.00	\$0.00	\$999.96	\$7,500.04	11.76%
10	Expenses	10-4200-120	POSTAGE	420	\$5,200.00	\$0.00	\$1,237.82	\$3,962.18	23.80%
10	Expenses	10-4200-140	TRAVEL/MEETINGS	420	\$6,500.00	\$0.00	\$538.44	\$5,961.56	8.28%
10	Expenses	10-4200-160	REPAIR EQUIPMENT	420	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
10	Expenses	10-4200-210	EQUIPMENT RENTS/LE	420	\$7,600.00	\$0.00	\$270.00	\$7,330.00	3.55%
10	Expenses	10-4200-260	ADVERTISING	420	\$5,500.00	\$0.00	\$0.00	\$5,500.00	0.00%
10	Expenses	10-4200-310	AUTOMOTIVE SUPPLIE	420	\$600.00	\$0.00	\$92.97	\$507.03	15.50%
10	Expenses	10-4200-320	OFFICE SUPPLIES	420	\$7,000.00	\$0.00	\$1,213.53	\$5,786.47	17.34%
10	Expenses	10-4200-330	DEPARTMENT SUPPLIE	420	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
10	Expenses	10-4200-340	BANK CHARGES	420	\$8,200.00	\$0.00	\$459.72	\$7,740.28	5.61%
10	Expenses	10-4200-380	GARBAGE COLLECTIO	420	\$0.00	\$0.00	\$195.00	(\$195.00)	0.00%
10	Expenses	10-4200-450	TAXES-TOWN OWNED	420	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
10	Expenses	10-4200-530	DUES	420	\$1,500.00	\$0.00	\$1,573.00	(\$73.00)	104.87%
10	Expenses	10-4200-540	INSURANCE	420	\$17,500.00	\$0.00	\$10,696.92	\$6,803.08	61.13%
10	Expenses	10-4200-740	SMALL EQUIPMENT	420	\$10,400.00	\$0.00	\$3,707.72	\$6,692.28	35.65%
10	Expenses	10-4200-950	TRANSFER FR ENTERP	420	(\$970,090.00)	\$0.00	(\$242,522.44)	(\$727,567.56)	25.00%
					\$203,430.00	\$0.00	(\$7,672.72)	\$211,102.72	-4%
Dept: 425									
10	Expenses	10-4250-010	SALARIES ELECTED OF	425	\$42,350.00	\$0.00	\$8,143.25	\$34,206.75	19.23%
10	Expenses	10-4250-050	FICA	425	\$3,240.00	\$0.00	\$617.90	\$2,622.10	19.07%
10	Expenses	10-4250-060	GROUP INSURANCE	425	\$6,950.00	\$0.00	\$537.50	\$6,412.50	7.73%
10	Expenses	10-4250-102	COMMISSIONER ALTO	425	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-4250-102	COMMISSIONER WILLI	425	\$1,500.00	\$0.00	\$817.44	\$682.56	54.50%
10	Expenses	10-4250-102	MAYOR DEAN MCCALL	425	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-4250-102	COMMISSIONER DAVI	425	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-4250-102	COMMISSIONER GLINDA	425	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-4250-102	COMMISSIONER ANTH	425	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-4250-530	DUES	425	\$1,000.00	\$0.00	\$300.00	\$700.00	30.00%
10	Expenses	10-4250-570	MISCELLANEOUS	425	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
					\$62,590.00	\$0.00	\$10,416.09	\$52,173.91	17%
Dept: 430									
10	Expenses	10-4300-020	REGULAR SALARIES	430	\$122,170.00	\$0.00	\$22,810.35	\$99,359.65	18.67%
10	Expenses	10-4300-030	TEMPORARY SALARIES	430	\$1,300.00	\$0.00	\$0.00	\$1,300.00	0.00%
10	Expenses	10-4300-050	FICA TAX	430	\$9,395.00	\$0.00	\$1,694.21	\$7,700.79	18.03%
10	Expenses	10-4300-060	GROUP INSURANCE	430	\$16,650.00	\$0.00	\$3,959.59	\$12,690.41	23.78%
10	Expenses	10-4300-070	RETIREMENT	430	\$14,900.00	\$0.00	\$2,659.70	\$12,240.30	17.85%
10	Expenses	10-4300-090	PROFESSIONAL SERVI	430	\$400.00	\$0.00	\$311.00	\$89.00	77.75%
10	Expenses	10-4300-091	MARKETING TOWN OF	430	\$7,000.00	\$0.00	\$622.00	\$6,378.00	8.89%
10	Expenses	10-4300-100	TRAINING	430	\$5,000.00	\$0.00	\$181.63	\$4,818.37	3.63%
10	Expenses	10-4300-110	TELEPHONE	430	\$2,250.00	\$0.00	\$279.80	\$1,970.20	12.44%
10	Expenses	10-4300-120	POSTAGE	430	\$500.00	\$0.00	\$186.47	\$313.53	37.29%
10	Expenses	10-4300-140	TRAVEL/MEETINGS	430	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
10	Expenses	10-4300-160	REPAIR EQUIPMENT	430	\$500.00	\$0.00	\$21.03	\$478.97	4.21%
10	Expenses	10-4300-170	REPAIR VEHICLES	430	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
10	Expenses	10-4300-260	ADVERTISING	430	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
10	Expenses	10-4300-310	AUTOMOTIVE SUPPLIE	430	\$250.00	\$0.00	\$40.21	\$209.79	16.08%
10	Expenses	10-4300-320	OFFICE SUPPLIES	430	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
10	Expenses	10-4300-330	DEPARTMENT SUPPLIE	430	\$700.00	\$0.00	\$0.00	\$700.00	0.00%
10	Expenses	10-4300-450	CONTRACTED SERVIC	430	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-4300-470	CODE ENFORCEMENT	430	\$30,000.00	\$0.00	\$200.00	\$29,800.00	0.67%
10	Expenses	10-4300-530	DUES	430	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
10	Expenses	10-4300-540	INSURANCE WK COMP	430	\$2,250.00	\$0.00	\$1,739.37	\$510.63	77.31%
10	Expenses	10-4300-740	SMALL EQUIPMENT	430	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
					\$224,315.00	\$0.00	\$34,705.36	\$189,609.64	15%
Dept: 500									
10	Expenses	10-5000-020	REGULAR SALARIES	500	\$17,300.00	\$0.00	\$3,281.30	\$14,018.70	18.97%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-5000-050	FICA TAX	500	\$1,330.00	\$0.00	\$251.05	\$1,078.95	18.88%
10	Expenses	10-5000-130	UTILITIES	500	\$10,000.00	\$0.00	\$1,656.32	\$8,343.68	16.56%
10	Expenses	10-5000-150	REPAIR BLDGS & GRO	500	\$5,000.00	\$0.00	\$288.74	\$4,711.26	5.77%
10	Expenses	10-5000-160	REPAIR EQUIPMENT	500	\$1,000.00	\$0.00	\$319.50	\$680.50	31.95%
10	Expenses	10-5000-330	DEPARTMENT SUPPLIE	500	\$3,500.00	\$0.00	\$117.58	\$3,382.42	3.36%
10	Expenses	10-5000-380	GARBAGE	500	\$1,900.00	\$0.00	\$763.72	\$1,136.28	40.20%
10	Expenses	10-5000-540	INSURANCE	500	\$13,000.00	\$0.00	\$13,564.45	(\$564.45)	104.34%
					\$53,030.00	\$0.00	\$20,242.66	\$32,787.34	38%
Dept: 510									
10	Expenses	10-5100-020	REGULAR SALARIES	510	\$1,280,888.0	\$0.00	\$242,615.12	\$1,038,272.8	18.94%
10	Expenses	10-5100-030	TEMPORARY SALARIES	510	\$80,000.00	\$0.00	\$23,524.78	\$56,475.22	29.41%
10	Expenses	10-5100-040	SUPPLEMENTAL RETIR	510	\$25,850.00	\$0.00	\$0.00	\$25,850.00	0.00%
10	Expenses	10-5100-050	FICA TAX	510	\$110,310.00	\$0.00	\$19,870.27	\$90,439.73	18.01%
10	Expenses	10-5100-060	GROUP INSURANCE	510	\$191,500.00	\$0.00	\$42,798.43	\$148,701.57	22.35%
10	Expenses	10-5100-070	RETIREMENT	510	\$298,020.00	\$0.00	\$52,788.02	\$245,231.98	17.71%
10	Expenses	10-5100-090	PROFESSIONAL SERVI	510	\$35,000.00	\$0.00	\$17,850.28	\$17,149.72	51.00%
10	Expenses	10-5100-095	CLEANING SERVICE	510	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
10	Expenses	10-5100-100	EMPLOYEE TRAINING	510	\$26,000.00	\$0.00	\$6,766.06	\$19,233.94	26.02%
10	Expenses	10-5100-110	TELEPHONE	510	\$17,000.00	\$0.00	\$3,937.45	\$13,062.55	23.16%
10	Expenses	10-5100-120	POSTAGE	510	\$500.00	\$0.00	\$14.43	\$485.57	2.89%
10	Expenses	10-5100-130	UTILITIES	510	\$20,000.00	\$0.00	\$5,650.34	\$14,349.66	28.25%
10	Expenses	10-5100-140	TRAVEL	510	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
10	Expenses	10-5100-150	REPAIR BLDGS & GRO	510	\$6,000.00	\$0.00	\$500.00	\$5,500.00	8.33%
10	Expenses	10-5100-160	REPAIR EQUIPMENT	510	\$5,000.00	\$0.00	\$233.85	\$4,766.15	4.68%
10	Expenses	10-5100-170	REPAIR VEHICLES	510	\$15,000.00	\$0.00	\$9,809.11	\$5,190.89	65.39%
10	Expenses	10-5100-210	EQUIPMENT RENTS/LE	510	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
10	Expenses	10-5100-260	ADVERTISING	510	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
10	Expenses	10-5100-310	AUTOMOTIVE SUPPLIE	510	\$60,000.00	\$0.00	\$11,728.57	\$48,271.43	19.55%
10	Expenses	10-5100-320	OFFICE SUPPLIES	510	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
10	Expenses	10-5100-330	DEPARTMENT SUPPLIE	510	\$17,000.00	\$0.00	\$712.28	\$16,287.72	4.19%
10	Expenses	10-5100-335	BUILDING SUPPLIES	510	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-5100-360	UNIFORMS	510	\$18,000.00	\$0.00	\$98.85	\$17,901.15	0.55%
10	Expenses	10-5100-380	GARBAGE COLLECTIO	510	\$7,000.00	\$0.00	\$997.52	\$6,002.48	14.25%
10	Expenses	10-5100-530	DUES	510	\$1,500.00	\$0.00	\$720.00	\$780.00	48.00%
10	Expenses	10-5100-540	INSURANCE	510	\$61,500.00	\$0.00	\$57,652.64	\$3,847.36	93.74%
10	Expenses	10-5100-560	DRUG CONTROL	510	\$25,000.00	\$0.00	\$8,000.00	\$17,000.00	32.00%
10	Expenses	10-5100-570	MISCELLANEOUS	510	\$2,500.00	\$0.00	\$400.00	\$2,100.00	16.00%
10	Expenses	10-5100-580	COMMUNITY INVOLVE	510	\$4,000.00	\$0.00	\$1,074.71	\$2,925.29	26.87%
10	Expenses	10-5100-740	CAPITAL OUTLAY EQUI	510	\$153,000.00	\$0.00	\$0.00	\$153,000.00	0.00%
10	Expenses	10-5100-740	SMALL EQUIPMENT	510	\$21,400.00	\$0.00	\$0.00	\$21,400.00	0.00%
					\$2,509,468.00	\$0.00	\$507,742.71	\$2,001,725.29	20%
Dept: 520									
10	Expenses	10-5200-970	DEBT RET 2021-EMS R	520	\$44,012.00	\$0.00	\$44,012.07	(\$0.07)	100.00%
10	Expenses	10-5200-970	DEBT RET 2021 - POLI	520	\$32,606.00	\$0.00	\$0.00	\$32,606.00	0.00%
10	Expenses	10-5200-970	DEBT RET 2021-POLIC	520	\$5,109.00	\$0.00	\$0.00	\$5,109.00	0.00%
10	Expenses	10-5200-970	DEBT RET 2021 - FIRE	520	\$26,683.00	\$0.00	\$0.00	\$26,683.00	0.00%
10	Expenses	10-5200-970	DEBT RET 2021 - FIRE	520	\$6,682.00	\$0.00	\$0.00	\$6,682.00	0.00%
10	Expenses	10-5200-970	DEBT RETIREMENT-FI	520	\$94,233.00	\$0.00	\$0.00	\$94,233.00	0.00%
10	Expenses	10-5200-975	INTEREST 2021-POLIC	520	\$43,610.00	\$0.00	\$0.00	\$43,610.00	0.00%
10	Expenses	10-5200-975	INTEREST 2021-POLIC	520	\$6,833.00	\$0.00	\$0.00	\$6,833.00	0.00%
10	Expenses	10-5200-975	INTEREST 2021-FIRE	520	\$35,687.00	\$0.00	\$0.00	\$35,687.00	0.00%
10	Expenses	10-5200-975	INTEREST 2021- FIRE	520	\$8,937.00	\$0.00	\$0.00	\$8,937.00	0.00%
10	Expenses	10-5200-975	INTEREST - FIRE TRUC	520	\$3,081.00	\$0.00	\$0.00	\$3,081.00	0.00%
					\$307,473.00	\$0.00	\$44,012.07	\$263,460.93	14%
Dept: 530									
10	Expenses	10-5300-020	REGULAR SALARIES	530	\$362,965.00	\$0.00	\$59,348.80	\$303,616.20	16.35%
10	Expenses	10-5300-030	TEMPORARY SALARIES	530	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-5300-040	SUPPLEMENTAL RETIR	530	\$9,992.00	\$0.00	\$1,665.30	\$8,326.70	16.67%
10	Expenses	10-5300-050	FICA TAX	530	\$27,890.00	\$0.00	\$4,366.56	\$23,523.44	15.66%
10	Expenses	10-5300-060	GROUP INSURANCE	530	\$50,900.00	\$0.00	\$9,815.98	\$41,084.02	19.28%
10	Expenses	10-5300-070	RETIREMENT	530	\$52,650.00	\$0.00	\$8,484.67	\$44,165.33	16.12%
10	Expenses	10-5300-070	ON BEHALF OF PAYME	530	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
10	Expenses	10-5300-090	PROFESSIONAL SERVI	530	\$8,000.00	\$0.00	\$2,700.00	\$5,300.00	33.75%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-5300-100	EMPLOYEE TRAINING	530	\$5,000.00	\$0.00	\$431.85	\$4,568.15	8.64%
10	Expenses	10-5300-110	TELEPHONE	530	\$8,000.00	\$0.00	\$618.86	\$7,381.14	7.74%
10	Expenses	10-5300-120	POSTAGE	530	\$0.00	\$0.00	\$27.37	(\$27.37)	0.00%
10	Expenses	10-5300-130	UTILITIES	530	\$2,500.00	\$0.00	\$47.32	\$2,452.68	1.89%
10	Expenses	10-5300-150	REPAIR BLDGS & GRO	530	\$2,000.00	\$0.00	\$16.50	\$1,983.50	0.83%
10	Expenses	10-5300-160	REPAIR EQUIPMENT	530	\$40,000.00	\$0.00	\$9,125.39	\$30,874.61	22.81%
10	Expenses	10-5300-310	AUTOMOTIVE SUPPLIE	530	\$30,000.00	\$0.00	\$7,379.05	\$22,620.95	24.60%
10	Expenses	10-5300-320	OFFICE SUPPLIES	530	\$500.00	\$0.00	\$320.80	\$179.20	64.16%
10	Expenses	10-5300-330	DEPARTMENT SUPPLIE	530	\$4,500.00	\$0.00	\$28.90	\$4,471.10	0.64%
10	Expenses	10-5300-360	UNIFORMS	530	\$5,500.00	\$0.00	\$500.00	\$5,000.00	9.09%
10	Expenses	10-5300-380	GARBAGE COLLECTIO	530	\$800.00	\$0.00	\$0.00	\$800.00	0.00%
10	Expenses	10-5300-530	DUES	530	\$1,000.00	\$0.00	\$720.00	\$280.00	72.00%
10	Expenses	10-5300-540	INSURANCE	530	\$44,000.00	\$0.00	\$37,219.24	\$6,780.76	84.59%
10	Expenses	10-5300-570	MISCELLANEOUS	530	\$1,500.00	\$0.00	\$109.90	\$1,390.10	7.33%
10	Expenses	10-5300-740	SMALL EQUIPMENT	530	\$36,000.00	\$0.00	\$8,745.43	\$27,254.57	24.29%
					\$710,197.00	\$0.00	\$151,671.92	\$558,525.08	21%
Dept: 535									
10	Expenses	10-5350-020	RRT1 SALARIES - FT W	535	\$0.00	\$0.00	\$2,104.20	(\$2,104.20)	0.00%
10	Expenses	10-5350-030	RRT1 SALARIES	535	\$0.00	\$0.00	\$1,005.72	(\$1,005.72)	0.00%
10	Expenses	10-5350-031	RT TRAINING SALARIE	535	\$0.00	\$0.00	\$950.00	(\$950.00)	0.00%
10	Expenses	10-5350-050	RRT1 FICA TAX	535	\$0.00	\$0.00	\$310.61	(\$310.61)	0.00%
10	Expenses	10-5350-070	RRT1 RETIREMENT	535	\$0.00	\$0.00	\$421.37	(\$421.37)	0.00%
10	Expenses	10-5350-090	PROFESSIONAL SERVI	535	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
10	Expenses	10-5350-100	TRAINING	535	\$25,000.00	\$0.00	\$225.79	\$24,774.21	0.90%
10	Expenses	10-5350-110	RRT1 TELEPHONE	535	\$800.00	\$0.00	\$526.23	\$273.77	65.78%
10	Expenses	10-5350-140	RRT1 TRAVEL	535	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
10	Expenses	10-5350-160	EQUIPMENT REPAIR	535	\$4,000.00	\$0.00	\$347.12	\$3,652.88	8.68%
10	Expenses	10-5350-330	RRT1 DEPT SUPPLIES	535	\$4,500.00	\$0.00	\$403.18	\$4,096.82	8.96%
10	Expenses	10-5350-360	RRT1 UNIFORMS	535	\$6,000.00	\$0.00	\$1,040.00	\$4,960.00	17.33%
10	Expenses	10-5350-380	GARBAGE COLLECTIO	535	\$3,000.00	\$0.00	\$213.54	\$2,786.46	7.12%
10	Expenses	10-5350-540	WORKERS COMP INS R	535	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%



Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-5350-740	SMALL EQUIPMENT	535	\$5,500.00	\$0.00	\$967.08	\$4,532.92	17.58%
10	Expenses	10-5350-740	VEHICLE RESERVE	535	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
					\$69,000.00	\$0.00	\$8,514.84	\$60,485.16	12%
Dept: 540									
10	Expenses	10-5400-020	REGULAR SALARIES	540	\$933,990.00	\$0.00	\$166,020.40	\$767,969.60	17.78%
10	Expenses	10-5400-030	TEMPORARY SALARIES	540	\$45,500.00	\$0.00	\$18,074.76	\$27,425.24	39.72%
10	Expenses	10-5400-050	FICA TAX	540	\$74,940.00	\$0.00	\$13,684.47	\$61,255.53	18.26%
10	Expenses	10-5400-060	GROUP INSURANCE	540	\$149,860.00	\$0.00	\$31,154.05	\$118,705.95	20.79%
10	Expenses	10-5400-070	RETIREMENT	540	\$142,010.00	\$0.00	\$25,663.39	\$116,346.61	18.07%
10	Expenses	10-5400-070	ON BEHALF OF PAYME	540	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
10	Expenses	10-5400-090	PROFESSIONAL SERVI	540	\$15,000.00	\$0.00	\$16,634.13	(\$1,634.13)	110.89%
10	Expenses	10-5400-091	EMS/MC PARTNERSHIP	540	\$40,000.00	\$0.00	\$9,708.73	\$30,291.27	24.27%
10	Expenses	10-5400-100	EMPLOYEE TRAINING	540	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
10	Expenses	10-5400-110	TELEPHONE	540	\$9,000.00	\$0.00	\$1,103.62	\$7,896.38	12.26%
10	Expenses	10-5400-120	POSTAGE	540	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
10	Expenses	10-5400-130	UTILITIES	540	\$17,000.00	\$0.00	\$3,255.14	\$13,744.86	19.15%
10	Expenses	10-5400-150	REPAIR BLDGS & GRO	540	\$7,000.00	\$0.00	\$587.88	\$6,412.12	8.40%
10	Expenses	10-5400-160	EQUIPMENT REPAIR	540	\$15,000.00	\$0.00	\$804.99	\$14,195.01	5.37%
10	Expenses	10-5400-210	EQUIPMENT RENTS/LE	540	\$3,200.00	\$0.00	\$0.00	\$3,200.00	0.00%
10	Expenses	10-5400-310	AUTOMOTIVE SUPPLIE	540	\$25,000.00	\$0.00	\$4,454.99	\$20,545.01	17.82%
10	Expenses	10-5400-320	OFFICE SUPPLIES	540	\$2,000.00	\$0.00	\$258.79	\$1,741.21	12.94%
10	Expenses	10-5400-330	DEPARTMENT SUPPLIE	540	\$36,000.00	\$0.00	\$9,046.28	\$26,953.72	25.13%
10	Expenses	10-5400-330	DEPARTMENT SUPPLIE	540	\$3,000.00	\$0.00	\$561.12	\$2,438.88	18.70%
10	Expenses	10-5400-360	UNIFORMS	540	\$8,000.00	\$0.00	\$537.72	\$7,462.28	6.72%
10	Expenses	10-5400-380	GARBAGE COLLECTIO	540	\$2,700.00	\$0.00	\$751.06	\$1,948.94	27.82%
10	Expenses	10-5400-530	DUES	540	\$1,300.00	\$0.00	\$0.00	\$1,300.00	0.00%
10	Expenses	10-5400-540	INSURANCE	540	\$52,300.00	\$0.00	\$42,526.07	\$9,773.93	81.31%
10	Expenses	10-5400-570	MISCELLANEOUS	540	\$1,000.00	\$0.00	\$124.89	\$875.11	12.49%
10	Expenses	10-5400-740	CAPITAL OUTLAY EQUI	540	\$0.00	\$0.00	\$11,382.77	(\$11,382.77)	0.00%
10	Expenses	10-5400-740	SMALL EQUIPMENT	540	\$13,000.00	\$0.00	\$0.00	\$13,000.00	0.00%
					\$1,609,900.00	\$0.00	\$356,335.25	\$1,253,564.75	22%
Dept: 560									

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-5600-020	REGULAR SALARIES	560	\$189,420.00	\$0.00	\$35,801.84	\$153,618.16	18.90%
10	Expenses	10-5600-030	TEMPORARY SALARIES	560	\$3,040.00	\$0.00	\$182.21	\$2,857.79	5.99%
10	Expenses	10-5600-050	FICA TAX	560	\$14,880.00	\$0.00	\$2,677.35	\$12,202.65	17.99%
10	Expenses	10-5600-060	GROUP INSURANCE	560	\$49,430.00	\$0.00	\$10,151.08	\$39,278.92	20.54%
10	Expenses	10-5600-070	RETIREMENT	560	\$28,100.00	\$0.00	\$4,995.22	\$23,104.78	17.78%
10	Expenses	10-5600-100	EMPLOYEE TRAINING	560	\$600.00	\$0.00	\$14.16	\$585.84	2.36%
10	Expenses	10-5600-110	TELEPHONE	560	\$2,500.00	\$0.00	\$243.29	\$2,256.71	9.73%
10	Expenses	10-5600-120	POSTAGE	560	\$50.00	\$0.00	(\$22.00)	\$72.00	-44.00%
10	Expenses	10-5600-130	UTILITIES	560	\$128,000.00	\$0.00	\$2,096.08	\$125,903.92	1.64%
10	Expenses	10-5600-150	REPAIR BLDGS & GRO	560	\$500.00	\$0.00	\$149.99	\$350.01	30.00%
10	Expenses	10-5600-160	REPAIR EQUIPMENT	560	\$4,000.00	\$0.00	\$489.98	\$3,510.02	12.25%
10	Expenses	10-5600-260	ADVERTISING	560	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
10	Expenses	10-5600-310	AUTOMOTIVE SUPPLIE	560	\$8,000.00	\$0.00	\$1,267.84	\$6,732.16	15.85%
10	Expenses	10-5600-330	DEPARTMENT SUPPLIE	560	\$5,000.00	\$0.00	\$1,297.55	\$3,702.45	25.95%
10	Expenses	10-5600-330	STAMPEDE - STREET	560	\$1,800.00	\$0.00	\$1,642.25	\$157.75	91.24%
10	Expenses	10-5600-360	UNIFORMS	560	\$3,500.00	\$0.00	\$567.00	\$2,933.00	16.20%
10	Expenses	10-5600-390	POWELL B/EQUIP OPE	560	\$0.00	\$0.00	\$86.99	(\$86.99)	0.00%
10	Expenses	10-5600-450	CONTRACTED SERVIC	560	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
10	Expenses	10-5600-540	INSURANCE	560	\$16,100.00	\$0.00	\$15,190.12	\$909.88	94.35%
10	Expenses	10-5600-570	MISCELLANEOUS	560	\$500.00	\$0.00	\$23.44	\$476.56	4.69%
10	Expenses	10-5600-740	SMALL EQUIPMENT	560	\$2,550.00	\$0.00	\$850.10	\$1,699.90	33.34%
					\$458,270.00	\$0.00	\$77,704.49	\$380,565.51	17%
Dept: 580									
10	Expenses	10-5800-020	REGULAR SALARIES	580	\$330,400.00	\$0.00	\$62,692.48	\$267,707.52	18.97%
10	Expenses	10-5800-030	TEMPORARY SALARIES	580	\$3,060.00	\$0.00	\$0.00	\$3,060.00	0.00%
10	Expenses	10-5800-050	FICA TAX	580	\$45,500.00	\$0.00	\$4,648.42	\$40,851.58	10.22%
10	Expenses	10-5800-060	GROUP INSURANCE	580	\$81,230.00	\$0.00	\$20,194.79	\$61,035.21	24.86%
10	Expenses	10-5800-070	RETIREMENT	580	\$48,080.00	\$0.00	\$8,705.58	\$39,374.42	18.11%
10	Expenses	10-5800-090	PROFESSIONAL SERVI	580	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
10	Expenses	10-5800-100	EMPLOYEE TRAINING	580	\$2,500.00	\$0.00	\$1,234.15	\$1,265.85	49.37%
10	Expenses	10-5800-110	TELEPHONE	580	\$2,500.00	\$0.00	\$357.02	\$2,142.98	14.28%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-5800-160	REPAIR EQUIPMENT	580	\$15,000.00	\$0.00	\$416.21	\$14,583.79	2.77%
10	Expenses	10-5800-260	ADVERTISING	580	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
10	Expenses	10-5800-310	AUTOMOTIVE SUPPLIE	580	\$35,000.00	\$0.00	\$6,698.81	\$28,301.19	19.14%
10	Expenses	10-5800-330	DEPARTMENT SUPPLIE	580	\$2,500.00	\$0.00	\$483.45	\$2,016.55	19.34%
10	Expenses	10-5800-330	LAB SUPPLIES	580	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
10	Expenses	10-5800-330	MARTIN COUNTY LAN	580	\$75,000.00	\$0.00	\$3,867.60	\$71,132.40	5.16%
10	Expenses	10-5800-360	UNIFORMS	580	\$5,000.00	\$0.00	\$1,605.28	\$3,394.72	32.11%
10	Expenses	10-5800-380	GARBAGE COLLECTIO	580	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
10	Expenses	10-5800-530	DUES	580	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-5800-540	INSURANCE	580	\$16,200.00	\$0.00	\$14,281.95	\$1,918.05	88.16%
10	Expenses	10-5800-570	MISCELLANEOUS	580	\$0.00	\$0.00	\$46.90	(\$46.90)	0.00%
					\$664,970.00	\$0.00	\$125,232.64	\$539,737.36	19%
Dept: 620									
10	Expenses	10-6200-020	REGULAR SALARIES	620	\$236,360.00	\$0.00	\$45,072.00	\$191,288.00	19.07%
10	Expenses	10-6200-030	TEMPORARY SALARIES	620	\$111,130.00	\$0.00	\$23,339.68	\$87,790.32	21.00%
10	Expenses	10-6200-050	FICA TAX	620	\$26,600.00	\$0.00	\$5,102.26	\$21,497.74	19.18%
10	Expenses	10-6200-060	GROUP INSURANCE	620	\$25,110.00	\$0.00	\$4,100.43	\$21,009.57	16.33%
10	Expenses	10-6200-070	RETIREMENT	620	\$34,990.00	\$0.00	\$6,752.65	\$28,237.35	19.30%
10	Expenses	10-6200-090	PROFESSIONAL SERVI	620	\$45,340.00	\$0.00	\$445.00	\$44,895.00	0.98%
10	Expenses	10-6200-100	EMPLOYEE TRAINING	620	\$2,490.00	\$0.00	\$4.00	\$2,486.00	0.16%
10	Expenses	10-6200-110	TELEPHONE	620	\$4,680.00	\$0.00	\$443.78	\$4,236.22	9.48%
10	Expenses	10-6200-120	POSTAGE	620	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
10	Expenses	10-6200-130	UTILITIES	620	\$30,900.00	\$0.00	\$4,656.27	\$26,243.73	15.07%
10	Expenses	10-6200-150	REPAIR BLDGS & GRO	620	\$73,700.00	\$0.00	\$14,006.85	\$59,693.15	19.01%
10	Expenses	10-6200-160	REPAIR EQUIPMENT	620	\$11,700.00	\$0.00	\$5,185.82	\$6,514.18	44.32%
10	Expenses	10-6200-310	AUTOMOTIVE SUPPLIE	620	\$13,500.00	\$0.00	\$1,937.80	\$11,562.20	14.35%
10	Expenses	10-6200-330	DEPARTMENT SUPPLIE	620	\$35,300.00	\$0.00	\$4,414.06	\$30,885.94	12.50%
10	Expenses	10-6200-350	SUPPLIES-TURFGRASS	620	\$12,225.00	\$0.00	\$1,620.50	\$10,604.50	13.26%
10	Expenses	10-6200-360	UNIFORMS	620	\$3,100.00	\$0.00	\$0.00	\$3,100.00	0.00%
10	Expenses	10-6200-380	GARBAGE COLLECTIO	620	\$11,200.00	\$0.00	\$3,256.87	\$7,943.13	29.08%
10	Expenses	10-6200-450	CONTRACTED SERVIC	620	\$5,230.00	\$0.00	\$366.75	\$4,863.25	7.01%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-6200-530	DUES	620	\$350.00	\$0.00	\$0.00	\$350.00	0.00%
10	Expenses	10-6200-540	INSURANCE	620	\$24,500.00	\$0.00	\$21,507.61	\$2,992.39	87.79%
10	Expenses	10-6200-570	MISCELLANEOUS	620	\$3,000.00	\$0.00	\$548.55	\$2,451.45	18.29%
10	Expenses	10-6200-740	CAPITAL OUTLAY EQUI	620	\$18,000.00	\$0.00	\$0.00	\$18,000.00	0.00%
10	Expenses	10-6200-740	SMALL EQUIPMENT	620	\$5,395.00	\$0.00	\$0.00	\$5,395.00	0.00%
					\$735,000.00	\$0.00	\$142,760.88	\$592,239.12	19%
Dept: 630									
10	Expenses	10-6300-101	MARTIN MEMORIAL LI	630	\$104,040.00	\$0.00	\$17,340.00	\$86,700.00	16.67%
10	Expenses	10-6300-101	STAMPEDE FESTIVAL	630	\$10,000.00	\$0.00	\$750.27	\$9,249.73	7.50%
10	Expenses	10-6300-102	CHRISTMAS DECORATI	630	\$0.00	\$0.00	\$1,326.19	(\$1,326.19)	0.00%
10	Expenses	10-6300-103	CHRISTMAS PARADE	630	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
10	Expenses	10-6300-104	CHRISTMAS TREE LIG	630	\$1,220.00	\$0.00	\$0.00	\$1,220.00	0.00%
10	Expenses	10-6300-740	MAINTENANCE--CHRIS	630	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
					\$119,260.00	\$0.00	\$19,416.46	\$99,843.54	16%
Dept: 640									
10	Expenses	10-6400-020	REGULAR SALARIES	640	\$70,360.00	\$0.00	\$13,560.99	\$56,799.01	19.27%
10	Expenses	10-6400-030	TEMPORARY SALARIES	640	\$6,000.00	\$0.00	\$914.14	\$5,085.86	15.24%
10	Expenses	10-6400-050	FICA TAX	640	\$5,850.00	\$0.00	\$1,002.59	\$4,847.41	17.14%
10	Expenses	10-6400-060	GROUP INSURANCE	640	\$16,040.00	\$0.00	\$3,976.95	\$12,063.05	24.79%
10	Expenses	10-6400-070	RETIREMENT	640	\$10,990.00	\$0.00	\$2,045.92	\$8,944.08	18.62%
10	Expenses	10-6400-090	PROFESSIONAL SERVI	640	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
10	Expenses	10-6400-110	TELEPHONE	640	\$800.00	\$0.00	\$73.32	\$726.68	9.17%
10	Expenses	10-6400-130	UTILITIES	640	\$1,500.00	\$0.00	\$190.57	\$1,309.43	12.70%
10	Expenses	10-6400-150	REPAIR BLDGS & GRO	640	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
10	Expenses	10-6400-160	REPAIR EQUIPMENT	640	\$1,500.00	\$0.00	\$642.67	\$857.33	42.84%
10	Expenses	10-6400-310	AUTOMOTIVE SUPPLIE	640	\$2,000.00	\$0.00	\$1,095.06	\$904.94	54.75%
10	Expenses	10-6400-330	DEPARTMENT SUPPLIE	640	\$1,000.00	\$0.00	\$336.05	\$663.95	33.61%
10	Expenses	10-6400-350	ROOKS FUND EXPENSE	640	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
10	Expenses	10-6400-360	UNIFORMS	640	\$1,000.00	\$0.00	\$255.59	\$744.41	25.56%
10	Expenses	10-6400-540	INSURANCE	640	\$3,100.00	\$0.00	\$2,296.71	\$803.29	74.09%
10	Expenses	10-6400-570	MISCELLANEOUS	640	\$300.00	\$0.00	\$204.30	\$95.70	68.10%
10	Expenses	10-6400-740	CAPITAL OUTLAY EQUI	640	\$20,500.00	\$0.00	\$0.00	\$20,500.00	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-6400-740	SMALL EQUIPMENT	640	\$1,800.00	\$0.00	\$0.00	\$1,800.00	0.00%
					\$144,040.00	\$0.00	\$26,594.86	\$117,445.14	18%
Dept: 650									
10	Expenses	10-6500-020	REGULAR SALARIES	650	\$180,640.00	\$0.00	\$27,108.00	\$153,532.00	15.01%
10	Expenses	10-6500-050	FICA TAX	650	\$13,820.00	\$0.00	\$2,034.15	\$11,785.85	14.72%
10	Expenses	10-6500-060	GROUP INSURANCE	650	\$24,330.00	\$0.00	\$6,149.20	\$18,180.80	25.27%
10	Expenses	10-6500-070	RETIREMENT	650	\$26,100.00	\$0.00	\$3,957.80	\$22,142.20	15.16%
10	Expenses	10-6500-090	PROFESSIONAL SERVI	650	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
10	Expenses	10-6500-095	CLEANING SERVICES	650	\$5,200.00	\$0.00	\$1,100.00	\$4,100.00	21.15%
10	Expenses	10-6500-100	EMPLOYEE TRAINING	650	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
10	Expenses	10-6500-110	TELEPHONE	650	\$2,500.00	\$0.00	\$213.81	\$2,286.19	8.55%
10	Expenses	10-6500-130	UTILITIES	650	\$2,750.00	\$0.00	\$35,573.45	(\$32,823.45)	1,293.58%
10	Expenses	10-6500-150	REPAIR BLDGS & GRO	650	\$52,000.00	\$0.00	\$18,177.07	\$33,822.93	34.96%
10	Expenses	10-6500-160	REPAIR EQUIPMENT	650	\$2,000.00	\$0.00	\$171.23	\$1,828.77	8.56%
10	Expenses	10-6500-210	LEASES	650	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
10	Expenses	10-6500-310	AUTOMOTIVE SUPPLIE	650	\$1,000.00	\$0.00	\$122.79	\$877.21	12.28%
10	Expenses	10-6500-330	DEPARTMENT SUPPLIE	650	\$4,000.00	\$0.00	\$1,310.45	\$2,689.55	32.76%
10	Expenses	10-6500-340	BANK CHARGES	650	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
10	Expenses	10-6500-360	UNIFORMS	650	\$2,500.00	\$0.00	\$180.67	\$2,319.33	7.23%
10	Expenses	10-6500-380	GARBAGE COLLECTIO	650	\$2,500.00	\$0.00	\$632.38	\$1,867.62	25.30%
10	Expenses	10-6500-450	CONTRACTED SERVIC	650	\$8,000.00	\$0.00	\$572.49	\$7,427.51	7.16%
10	Expenses	10-6500-540	INSURANCE	650	\$6,200.00	\$0.00	\$5,317.34	\$882.66	85.76%
10	Expenses	10-6500-570	MISCELLANEOUS	650	\$200.00	\$0.00	\$101.00	\$99.00	50.50%
10	Expenses	10-6500-740	CAPITAL OUTLAY EQUI	650	\$0.00	\$0.00	\$12,227.33	(\$12,227.33)	0.00%
10	Expenses	10-6500-740	SMALL EQUIPMENT	650	\$3,100.00	\$0.00	\$0.00	\$3,100.00	0.00%
					\$341,290.00	\$0.00	\$114,949.16	\$226,340.84	34%
Dept: 660									
10	Expenses	10-6600-097	MARTIN CO ARTS COU	660	\$7,000.00	\$0.00	\$7,000.00	\$0.00	100.00%
10	Expenses	10-6600-099	WILLIAMSTON DOWNT	660	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
10	Expenses	10-6600-099	WMSTN DOWNTOWN,I	660	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%
10	Expenses	10-6600-100	WILLIAMSTON BEAUTI	660	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
10	Expenses	10-6600-104	HWY 17 ASSOCIATION	660	\$2,500.00	\$0.00	\$2,500.00	\$0.00	100.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
10	Expenses	10-6600-105	MID EAST COMMISSIO	660	\$1,800.00	\$0.00	\$0.00	\$1,800.00	0.00%
10	Expenses	10-6600-530	INSTITUTE OF GOVER	660	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
10	Expenses	10-6600-530	MARTIN COUNTY CHA	660	\$3,215.00	\$0.00	\$2,500.00	\$715.00	77.76%
10	Expenses	10-6600-530	COMMITTEE OF 100	660	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
10	Expenses	10-6600-530	NCLM	660	\$7,000.00	\$0.00	\$6,588.00	\$412.00	94.11%
10	Expenses	10-6600-540	ROANOKE RIVER PART	660	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
10	Expenses	10-6600-700	RETIREEES FRINGE BEN	660	\$104,320.00	\$0.00	\$21,214.76	\$83,105.24	20.34%
10	Expenses	10-6600-990	TRNSFR TO CAP PROJ	660	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
					\$191,085.00	\$0.00	\$39,802.76	\$151,282.24	21%
					\$8,403,318.00	\$0.00	\$1,672,429.43	\$6,730,888.57	20%
					\$16,806,636.00	\$0.00	\$2,465,371.04	\$14,341,264.96	15%
Fund Or Attrib: 15 Powell Bill									
Type: Revenues									
Dept:									
15 P Revenues		15-3100-311	VEHICLE TAXES - STRE		\$81,250.00	\$0.00	\$6,996.90	(\$74,253.10)	8.61%
15 P Revenues		15-3300-331	POWELL BILL REVENU		\$190,000.00	\$0.00	\$0.00	(\$190,000.00)	0.00%
15 P Revenues		15-3600-361	INVESTMENT EARNIN		\$20,000.00	\$0.00	\$2,907.89	(\$17,092.11)	14.54%
15 P Revenues		15-3900-391	POWELL BILL FUND BA		\$120,726.00	\$0.00	\$0.00	(\$120,726.00)	0.00%
					\$411,976.00	\$0.00	\$9,904.79	(\$402,071.21)	2%
					\$411,976.00	\$0.00	\$9,904.79	(\$402,071.21)	2%
Type: Expenses									
Dept: 560									
15 P Expenses		15-5600-370	POWELL BILL SERVICE	560	\$25,000.00	\$0.00	\$3,638.61	\$21,361.39	14.55%
15 P Expenses		15-5600-380	POWELL BILL - PROJE	560	\$300,000.00	\$0.00	\$0.00	\$300,000.00	0.00%
15 P Expenses		15-5600-390	POWELL BILL - EQUIP	560	\$8,500.00	\$0.00	\$5,409.66	\$3,090.34	63.64%
15 P Expenses		15-5600-450	POWELL BILL-LOAN PR	560	\$77,293.00	\$0.00	\$0.00	\$77,293.00	0.00%
15 P Expenses		15-5600-810	LOAN AND INTEREST	560	\$1,183.00	\$0.00	\$0.00	\$1,183.00	0.00%
					\$411,976.00	\$0.00	\$9,048.27	\$402,927.73	2%
					\$411,976.00	\$0.00	\$9,048.27	\$402,927.73	2%
					\$823,952.00	\$0.00	\$18,953.06	\$804,998.94	2%
Fund Or Attrib: 25 Stormwater									
Type: Revenues									
Dept:									

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
	25 S Revenues	25-3501-351	STORM WATER		\$55,000.00	\$0.00	\$12,627.10	(\$42,372.90)	22.96%
					\$55,000.00	\$0.00	\$12,627.10	(\$42,372.90)	23%
					\$55,000.00	\$0.00	\$12,627.10	(\$42,372.90)	23%
Type: Expenses									
Dept: 520									
	25 S Expenses	25-5200-910	STORM WATER DEBT	520	\$39,326.00	\$0.00	\$0.00	\$39,326.00	0.00%
	25 S Expenses	25-5200-920	DEBT RESERVE	520	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
	25 S Expenses	25-5200-930	FUTURE PROJECT	520	\$674.00	\$0.00	\$0.00	\$674.00	0.00%
	25 S Expenses	25-5200-940	UNCOLLECTIBLE - STO	520	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
					\$55,000.00	\$0.00	\$0.00	\$0.00	0%
					\$55,000.00	\$0.00	\$0.00	\$0.00	0%
					\$110,000.00	\$0.00	\$12,627.10	\$97,372.90	11%
Fund Or Attrib: 30 Water & Sewer									
Type: Revenues									
Dept:									
30	Revenues	30-3501-351	WATER SERVICES		\$1,225,000.0	\$0.00	\$317,490.72	(\$907,509.28)	25.92%
30	Revenues	30-3501-351	WATER - MCRWASA FE		\$800,000.00	\$0.00	\$228,601.41	(\$571,398.59)	28.58%
30	Revenues	30-3501-351	PENALTIES		\$50,000.00	\$0.00	\$11,337.16	(\$38,662.84)	22.67%
30	Revenues	30-3501-351	TAPS AND CONNECTIO		\$5,000.00	\$0.00	\$0.00	(\$5,000.00)	0.00%
30	Revenues	30-3502-351	SEWER SERVICES		\$1,590,000.0	\$0.00	\$406,705.10	(\$1,183,294.90)	25.58%
30	Revenues	30-3502-351	PENALTIES		\$500.00	\$0.00	\$0.00	(\$500.00)	0.00%
30	Revenues	30-3502-351	TAPS AND CONNECTIO		\$1,000.00	\$0.00	\$0.00	(\$1,000.00)	0.00%
30	Revenues	30-3511-350	WA DIST 1 - WA SERVI		\$120,000.00	\$0.00	\$31,898.57	(\$88,101.43)	26.58%
30	Revenues	30-3511-351	WA DIST 1 - MCRWAS		\$50,000.00	\$0.00	\$13,979.03	(\$36,020.97)	27.96%
30	Revenues	30-3512-350	WA DIST 2 - WA SERVI		\$235,000.00	\$0.00	\$60,447.38	(\$174,552.62)	25.72%
30	Revenues	30-3512-350	WA DIST 2 SEWER		\$1,500.00	\$0.00	\$627.00	(\$873.00)	41.80%
30	Revenues	30-3512-351	WA DISTR 2 - MCRWA		\$105,200.00	\$0.00	\$25,747.35	(\$79,452.65)	24.47%
30	Revenues	30-3601-363	RETURNED CHECKS		\$1,000.00	\$0.00	\$0.00	(\$1,000.00)	0.00%
30	Revenues	30-3601-366	MISCELLANEOUS		\$500.00	\$0.00	\$524.75	\$24.75	104.95%
30	Revenues	30-3602-361	INVESTMENT EARNIN		\$250,000.00	\$0.00	\$51,796.18	(\$198,203.82)	20.72%
30	Revenues	30-3602-361	PV TRANSPORT LAB A		\$0.00	\$0.00	\$250.00	\$250.00	0.00%
30	Revenues	30-3602-361	SALE OF FIXED ASSET		\$15,000.00	\$0.00	\$0.00	(\$15,000.00)	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
					\$4,449,700.00	\$0.00	\$1,149,404.65	(\$3,300,295.35)	26%
					\$4,449,700.00	\$0.00	\$1,149,404.65	(\$3,300,295.35)	26%
Type: Expenses									
Dept: 810									
30	Expenses	30-8100-010	ADMINISTRATION EXP	810	\$525,347.00	\$0.00	\$131,336.72	\$394,010.28	25.00%
30	Expenses	30-8100-020	REGULAR SALARIES	810	\$260,500.00	\$0.00	\$49,156.52	\$211,343.48	18.87%
30	Expenses	30-8100-030	TEMPORARY SALARIES	810	\$20,000.00	\$0.00	\$3,286.44	\$16,713.56	16.43%
30	Expenses	30-8100-050	FICA TAX	810	\$21,500.00	\$0.00	\$3,981.32	\$17,518.68	18.52%
30	Expenses	30-8100-060	GROUP INSURANCE	810	\$41,620.00	\$0.00	\$10,105.73	\$31,514.27	24.28%
30	Expenses	30-8100-060	RETIREE -- FRINGE BE	810	\$11,550.00	\$0.00	\$689.25	\$10,860.75	5.97%
30	Expenses	30-8100-070	RETIREMENT	810	\$40,520.00	\$0.00	\$7,281.71	\$33,238.29	17.97%
30	Expenses	30-8100-090	PROFESSIONAL SERVI	810	\$12,000.00	\$0.00	\$890.84	\$11,109.16	7.42%
30	Expenses	30-8100-100	EMPLOYEE TRAINING	810	\$4,000.00	\$0.00	\$1,113.58	\$2,886.42	27.84%
30	Expenses	30-8100-110	TELEPHONE	810	\$5,000.00	\$0.00	\$961.85	\$4,038.15	19.24%
30	Expenses	30-8100-120	POSTAGE	810	\$5,000.00	\$0.00	\$2,046.40	\$2,953.60	40.93%
30	Expenses	30-8100-130	UTILITIES	810	\$20,000.00	\$0.00	\$4,990.60	\$15,009.40	24.95%
30	Expenses	30-8100-140	TRAVEL	810	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
30	Expenses	30-8100-150	REPAIR BLDGS & GRO	810	\$4,000.00	\$0.00	\$173.54	\$3,826.46	4.34%
30	Expenses	30-8100-160	REPAIR EQUIPMENT	810	\$10,000.00	\$0.00	\$408.72	\$9,591.28	4.09%
30	Expenses	30-8100-210	EQUIPMENT RENT,LEA	810	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
30	Expenses	30-8100-260	ADVERTISING	810	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
30	Expenses	30-8100-310	AUTOMOTIVE SUPPLIE	810	\$17,000.00	\$0.00	\$3,912.21	\$13,087.79	23.01%
30	Expenses	30-8100-320	OFFICE SUPPLIES	810	\$250.00	\$0.00	\$261.54	(\$11.54)	104.62%
30	Expenses	30-8100-330	DEPARTMENT SUPPLIE	810	\$25,000.00	\$0.00	\$2,451.48	\$22,548.52	9.81%
30	Expenses	30-8100-340	BANK ANALYSIS CHAR	810	\$1,300.00	\$0.00	\$104.28	\$1,195.72	8.02%
30	Expenses	30-8100-360	UNIFORMS	810	\$3,000.00	\$0.00	\$645.97	\$2,354.03	21.53%
30	Expenses	30-8100-450	CONTRACTED SERVIC	810	\$75,000.00	\$0.00	\$64,911.09	\$10,088.91	86.55%
30	Expenses	30-8100-530	DUES	810	\$4,500.00	\$0.00	\$4,625.00	(\$125.00)	102.78%
30	Expenses	30-8100-540	INSURANCE	810	\$28,500.00	\$0.00	\$25,607.18	\$2,892.82	89.85%
30	Expenses	30-8100-570	MISCELLANEOUS	810	\$500.00	\$0.00	\$23.52	\$476.48	4.70%
30	Expenses	30-8100-740	CAPITAL OUTLAY EQUI	810	\$133,500.00	\$0.00	\$0.00	\$133,500.00	0.00%
30	Expenses	30-8100-740	SMALL EQUIPMENT	810	\$5,400.00	\$0.00	\$0.00	\$5,400.00	0.00%



Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
30	Expenses	30-8100-770	REPAIR LINES	810	\$19,000.00	\$0.00	\$0.00	\$19,000.00	0.00%
30	Expenses	30-8100-775	REPAIR/REPLACE FIRE	810	\$7,000.00	\$0.00	\$0.00	\$7,000.00	0.00%
30	Expenses	30-8100-811	PRINCIPAL - SCADA	810	\$62,553.00	\$0.00	\$0.00	\$62,553.00	0.00%
30	Expenses	30-8100-950	WATER AUTHORITY P	810	\$1,243,275.0	\$0.00	\$206,991.50	\$1,036,283.5	16.65%
					\$2,608,415.00	\$0.00	\$525,956.99	\$2,082,458.01	20%
Dept: 811									
30	Expenses	30-8110-910	MC DEBT SERVICE	811	\$42,303.00	\$0.00	\$0.00	\$42,303.00	0.00%
30	Expenses	30-8111-910	MC DEBT SERVICE	811	\$124,198.00	\$0.00	\$0.00	\$124,198.00	0.00%
					\$166,501.00	\$0.00	\$0.00	\$0.00	0%
Dept: 820									
30	Expenses	30-8200-010	ADMINISTRATION EXP	820	\$444,743.00	\$0.00	\$111,185.72	\$333,557.28	25.00%
30	Expenses	30-8200-020	REGULAR SALARIES	820	\$313,420.00	\$0.00	\$59,237.32	\$254,182.68	18.90%
30	Expenses	30-8200-030	TEMPORARY SALARIES	820	\$11,800.00	\$0.00	\$1,291.68	\$10,508.32	10.95%
30	Expenses	30-8200-050	FICA TAX	820	\$24,880.00	\$0.00	\$4,570.23	\$20,309.77	18.37%
30	Expenses	30-8200-060	GROUP INSURANCE	820	\$55,480.00	\$0.00	\$13,411.67	\$42,068.33	24.17%
30	Expenses	30-8200-060	RETIREE -- FRINGE BE	820	\$9,150.00	\$0.00	\$2,076.40	\$7,073.60	22.69%
30	Expenses	30-8200-070	RETIREMENT	820	\$46,980.00	\$0.00	\$8,518.10	\$38,461.90	18.13%
30	Expenses	30-8200-090	PROFESSIONAL SERVI	820	\$5,000.00	\$0.00	\$2,078.62	\$2,921.38	41.57%
30	Expenses	30-8200-100	EMPLOYEE TRAINING	820	\$3,000.00	\$0.00	\$210.00	\$2,790.00	7.00%
30	Expenses	30-8200-110	TELEPHONE	820	\$3,500.00	\$0.00	\$992.75	\$2,507.25	28.36%
30	Expenses	30-8200-120	POSTAGE	820	\$10,000.00	\$0.00	\$1,939.69	\$8,060.31	19.40%
30	Expenses	30-8200-130	UTILITIES	820	\$115,000.00	\$0.00	\$29,490.39	\$85,509.61	25.64%
30	Expenses	30-8200-150	REPAIR BLDGS & GRO	820	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
30	Expenses	30-8200-160	REPAIR EQUIPMENT	820	\$59,000.00	\$0.00	\$16,430.79	\$42,569.21	27.85%
30	Expenses	30-8200-210	EQUIPMENT RENT,LEA	820	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
30	Expenses	30-8200-260	ADVERTISING	820	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
30	Expenses	30-8200-310	AUTOMOTIVE SUPPLIE	820	\$8,000.00	\$0.00	\$1,761.46	\$6,238.54	22.02%
30	Expenses	30-8200-320	OFFICE SUPPLIES	820	\$500.00	\$0.00	\$254.18	\$245.82	50.84%
30	Expenses	30-8200-330	DEPARTMENT SUPPLIE	820	\$15,000.00	\$0.00	\$351.04	\$14,648.96	2.34%
30	Expenses	30-8200-330	LAB SUPPLIES	820	\$11,000.00	\$0.00	\$1,471.28	\$9,528.72	13.38%
30	Expenses	30-8200-330	CHEMICAL SUPPLIES	820	\$20,000.00	\$0.00	\$4,702.55	\$15,297.45	23.51%
30	Expenses	30-8200-340	BANK ANALYSIS CHAR	820	\$0.00	\$0.00	\$186.24	(\$186.24)	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
30	Expenses	30-8200-360	UNIFORMS	820	\$4,000.00	\$0.00	\$1,101.93	\$2,898.07	27.55%
30	Expenses	30-8200-380	GARBAGE COLLECTIO	820	\$2,500.00	\$0.00	\$650.67	\$1,849.33	26.03%
30	Expenses	30-8200-450	CONTRACTED SERVIC	820	\$80,000.00	\$0.00	\$2,887.23	\$77,112.77	3.61%
30	Expenses	30-8200-530	DUES	820	\$9,000.00	\$0.00	\$2,000.00	\$7,000.00	22.22%
30	Expenses	30-8200-540	INSURANCE	820	\$47,500.00	\$0.00	\$43,644.97	\$3,855.03	91.88%
30	Expenses	30-8200-570	MISCELLANEOUS	820	\$500.00	\$0.00	\$32.83	\$467.17	6.57%
30	Expenses	30-8200-740	CAPITAL OUTLAY EQUI	820	\$81,000.00	\$0.00	\$0.00	\$81,000.00	0.00%
30	Expenses	30-8200-740	SMALL EQUIPMENT	820	\$660.00	\$0.00	\$0.00	\$660.00	0.00%
30	Expenses	30-8200-770	SEWER LINE REPAIRS	820	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
30	Expenses	30-8200-811	PRINCIPAL - I & I SEW	820	\$52,065.00	\$0.00	\$0.00	\$52,065.00	0.00%
30	Expenses	30-8200-870	PRIN - ANNEXATION S	820	\$182,509.00	\$0.00	\$0.00	\$182,509.00	0.00%
30	Expenses	30-8200-875	INTEREST - ANNEXATI	820	\$40,297.00	\$0.00	\$0.00	\$40,297.00	0.00%
					\$1,674,784.00	\$0.00	\$310,477.74	\$1,364,306.26	19%
					\$4,449,700.00	\$0.00	\$836,434.73	\$3,613,265.27	19%
					\$8,899,400.00	\$0.00	\$1,985,839.38	\$6,913,560.62	22%
Fund Or Attrib: 42 Perry Park Grant Project									
Type: Revenues									
Dept:									
42	P Revenues	42-6200-380	TRANSFER FROM GEN		\$645,447.00	\$0.00	\$0.00	(\$645,447.00	0.00%
42	P Revenues	42-6200-580	PARTF GRANT		\$262,000.00	\$0.00	\$0.00	(\$262,000.00	0.00%
42	P Revenues	42-6200-580	LWCF Grant		\$274,428.00	\$0.00	\$0.00	(\$274,428.00	0.00%
					\$1,181,875.00	\$0.00	\$0.00	\$0.00	0%
					\$1,181,875.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 620									
42	P Expenses	42-6200-450	PROFESSIONAL SERVI	620	\$60,700.00	\$0.00	\$0.00	\$60,700.00	0.00%
42	P Expenses	42-6200-770	CONSTRUCTION / BUI	620	\$1,098,150.0	\$0.00	\$0.00	\$1,098,150.0	0.00%
42	P Expenses	42-6200-920	CONTINGENCY	620	\$23,025.00	\$0.00	\$0.00	\$23,025.00	0.00%
					\$1,181,875.00	\$0.00	\$0.00	\$0.00	0%
					\$1,181,875.00	\$0.00	\$0.00	\$0.00	0%
					\$2,363,750.00	\$0.00	\$0.00	\$0.00	0%
Fund Or Attrib: 44 ARP									
Type: Revenues									

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
Dept:									
44	Revenues	44-4200-580	ARP GRANT		\$1,657,865.0	\$0.00	\$0.00	(\$1,657,865.00)	0.00%
					\$1,657,865.00	\$0.00	\$0.00	\$0.00	0%
					\$1,657,865.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 420									
44	Expenses	44-4200-770	CONSTRUCTION / BUIL	420	\$1,657,865.0	\$0.00	\$0.00	\$1,657,865.00	0.00%
					\$1,657,865.00	\$0.00	\$0.00	\$0.00	0%
					\$1,657,865.00	\$0.00	\$0.00	\$0.00	0%
					\$3,315,730.00	\$0.00	\$0.00	\$0.00	0%
Fund Or Attrib: 45 AMI Water Meters									
Type: Revenues									
Dept:									
45	Revenues	45-8100-380	WATER FUND CONTRI		\$977,691.00	\$0.00	\$0.00	(\$977,691.00)	0.00%
45	Revenues	45-8100-390	SEWER FUND CONTRI		\$588,064.00	\$0.00	\$0.00	(\$588,064.00)	0.00%
					\$1,565,755.00	\$0.00	\$0.00	\$0.00	0%
					\$1,565,755.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 810									
45	Expenses	45-8100-460	AMI KAMSTRUP HOSTI	810	\$54,000.00	\$0.00	\$0.00	\$54,000.00	0.00%
45	Expenses	45-8100-770	AMI FORTILINE- EQUI	810	\$1,511,755.0	\$0.00	\$0.00	\$1,511,755.00	0.00%
					\$1,565,755.00	\$0.00	\$0.00	\$0.00	0%
					\$1,565,755.00	\$0.00	\$0.00	\$0.00	0%
					\$3,131,510.00	\$0.00	\$0.00	\$0.00	0%
Fund Or Attrib: 46 CDBG									
Type: Revenues									
Dept:									
46	Revenues	46-6600-580	CDBG-NR GRANT		\$809,735.00	\$0.00	\$0.00	(\$809,735.00)	0.00%
					\$809,735.00	\$0.00	\$0.00	\$0.00	0%
					\$809,735.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 660									
46	Expenses	46-6600-450	PROFESSIONAL SERVI	660	\$67,500.00	\$0.00	\$0.00	\$67,500.00	0.00%
46	Expenses	46-6600-770	CONSTRUCTION/BUIL	660	\$742,235.00	\$0.00	\$0.00	\$742,235.00	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
					\$809,735.00	\$0.00	\$0.00	\$0.00	0%
					\$809,735.00	\$0.00	\$0.00	\$0.00	0%
					\$1,619,470.00	\$0.00	\$0.00	\$0.00	0%
Fund Or Attrib: 47 AIA Water Project									
Type: Revenues									
Dept:									
47	Revenues	47-8100-380	WATER ENTERPRISE C		\$6,750.00	\$0.00	\$0.00	(\$6,750.00)	0.00%
47	Revenues	47-8100-450	NCDEQ-DWI GRANT		\$150,000.00	\$0.00	\$0.00	(\$150,000.00)	0.00%
					\$156,750.00	\$0.00	\$0.00	\$0.00	0%
					\$156,750.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 810									
47	Expenses	47-8100-460	CONSULTING FEES	810	\$154,500.00	\$0.00	\$0.00	\$154,500.00	0.00%
47	Expenses	47-8100-690	LEGAL/ADMINISTRATI	810	\$2,250.00	\$0.00	\$0.00	\$2,250.00	0.00%
					\$156,750.00	\$0.00	\$0.00	\$0.00	0%
					\$156,750.00	\$0.00	\$0.00	\$0.00	0%
					\$313,500.00	\$0.00	\$0.00	\$0.00	0%
Fund Or Attrib: 48 River Boardwalk									
Type: Revenues									
Dept:									
48	Revenues	48-6200-580	NC OFF OF STATE BUD		\$730,000.00	\$0.00	\$0.00	(\$730,000.00)	0.00%
48	Revenues	48-6200-580	OTHER STATE/FEDERA		\$219,000.00	\$0.00	\$0.00	(\$219,000.00)	0.00%
48	Revenues	48-6200-590	INTEREST INCOME-RI		\$0.00	\$0.00	\$1,142.84	\$1,142.84	0.00%
					\$949,000.00	\$0.00	\$1,142.84	(\$947,857.16)	0%
					\$949,000.00	\$0.00	\$1,142.84	(\$947,857.16)	0%
Type: Expenses									
Dept: 620									
48	Expenses	48-6200-450	TECHNICAL SERVICES	620	\$171,000.00	\$0.00	\$12,244.71	\$158,755.29	7.16%
48	Expenses	48-6200-770	CONSTRUCTION	620	\$707,000.00	\$0.00	\$0.00	\$707,000.00	0.00%
48	Expenses	48-6200-920	CONTINGENCY	620	\$71,000.00	\$0.00	\$0.00	\$71,000.00	0.00%
					\$949,000.00	\$0.00	\$12,244.71	\$936,755.29	1%
					\$949,000.00	\$0.00	\$12,244.71	\$936,755.29	1%
					\$1,898,000.00	\$0.00	\$13,387.55	\$1,884,612.45	1%
Fund Or Attrib: 49 Electric Vehicle Charger Grant Project									
Southern Software FMS Budget vs Actual									

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
Type: Revenues									
Dept:									
	49 E Revenues	49-4200-380	TRANSFER FROM GEN		\$3,000.00	\$0.00	\$0.00	(\$3,000.00)	0.00%
	49 E Revenues	49-4200-400	TRAVEL AND TOURISM		\$1,000.00	\$0.00	\$0.00	(\$1,000.00)	0.00%
	49 E Revenues	49-4200-410	MARTIN COUNTY ECO		\$1,000.00	\$0.00	\$0.00	(\$1,000.00)	0.00%
	49 E Revenues	49-4200-420	COMMITTEE OF 100		\$1,000.00	\$0.00	\$0.00	(\$1,000.00)	0.00%
	49 E Revenues	49-4200-580	AIR QUALITY GRANT-E		\$261,372.00	\$0.00	\$0.00	(\$261,372.00)	0.00%
					\$267,372.00	\$0.00	\$0.00	\$0.00	0%
					\$267,372.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 420									
	49 E Expenses	49-4200-770	CONSTRUCTION	420	\$267,372.00	\$0.00	\$0.00	\$267,372.00	0.00%
					\$267,372.00	\$0.00	\$0.00	\$0.00	0%
					\$267,372.00	\$0.00	\$0.00	\$0.00	0%
					\$534,744.00	\$0.00	\$0.00	\$0.00	0%
Fund Or Attrib: 50 AIA Sewer									
Type: Revenues									
Dept:									
	50 Revenues	50-8200-390	TRANSFER FROM SEW		\$2,250.00	\$0.00	\$0.00	(\$2,250.00)	0.00%
	50 Revenues	50-8200-400	NCDENR VUR GRANT F		\$890,000.00	\$0.00	\$0.00	(\$890,000.00)	0.00%
					\$892,250.00	\$0.00	\$0.00	\$0.00	0%
					\$892,250.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 820									
	50 Expenses	50-8200-460	SEWER AIA PROJECT E	820	\$890,000.00	\$0.00	\$43,873.00	\$846,127.00	4.93%
	50 Expenses	50-8200-690	NC-DEQ GRANT FEE	820	\$2,250.00	\$0.00	\$0.00	\$2,250.00	0.00%
					\$892,250.00	\$0.00	\$43,873.00	\$848,377.00	5%
					\$892,250.00	\$0.00	\$43,873.00	\$848,377.00	5%
					\$1,784,500.00	\$0.00	\$43,873.00	\$1,740,627.00	2%
Fund Or Attrib: 51 Downtown on the Move									
Type: Revenues									
Dept:									
	51 Revenues	51-5000-347	TRANSFER FROM GEN		\$50,000.00	\$0.00	\$0.00	(\$50,000.00)	0.00%
	51 Revenues	51-5000-347	MARTIN COUNTY TRA		\$50,000.00	\$0.00	\$0.00	(\$50,000.00)	0.00%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
51	Revenues	51-5000-347	MARTIN COUNTY ECO		\$50,000.00	\$0.00	\$0.00	(\$50,000.00)	0.00%
					\$150,000.00	\$0.00	\$0.00	\$0.00	0%
					\$150,000.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 500									
51	Expenses	51-5000-300	LAND PURCHASE	500	\$75,000.00	\$0.00	\$0.00	\$75,000.00	0.00%
51	Expenses	51-5000-400	DESTINATION BY DESI	500	\$50,000.00	\$0.00	\$8,075.00	\$41,925.00	16.15%
51	Expenses	51-5000-690	ENVIRONMENTAL STU	500	\$25,000.00	\$0.00	\$5,163.60	\$19,836.40	20.65%
					\$150,000.00	\$0.00	\$13,238.60	\$136,761.40	9%
					\$150,000.00	\$0.00	\$13,238.60	\$136,761.40	9%
					\$300,000.00	\$0.00	\$13,238.60	\$286,761.40	4%
Fund Or Attrib: 52 Skewarkee Sewer Outfall Renovation Project									
Type: Revenues									
Dept:									
52 S	Revenues	52-8200-390	SEWER RETAINED EAR		\$40,000.00	\$0.00	\$0.00	(\$40,000.00)	0.00%
52 S	Revenues	52-8200-400	LAON FUNDS FROM NC		\$2,000,000.0	\$0.00	\$0.00	(\$2,000,000.0)	0.00%
52 S	Revenues	52-8200-580	LOAN FORGIVENESS		\$500,000.00	\$0.00	\$0.00	(\$500,000.00)	0.00%
					\$2,540,000.00	\$0.00	\$0.00	\$0.00	0%
					\$2,540,000.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 820									
52 S	Expenses	52-8200-300	EASEMENT PREP & AC	820	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
52 S	Expenses	52-8200-340	CLOSING COSTS	820	\$40,000.00	\$0.00	\$0.00	\$40,000.00	0.00%
52 S	Expenses	52-8200-450	MITIGATION FEES	820	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
52 S	Expenses	52-8200-460	TECHNICAL SERVICES	820	\$277,000.00	\$0.00	\$8,026.55	\$268,973.45	2.90%
52 S	Expenses	52-8200-690	LEGAL & ADMINISTRA	820	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
52 S	Expenses	52-8200-770	CONSTRUCTION	820	\$1,665,000.0	\$0.00	\$0.00	\$1,665,000.0	0.00%
52 S	Expenses	52-8200-770	CCTV INSPECTION	820	\$42,000.00	\$0.00	\$0.00	\$42,000.00	0.00%
52 S	Expenses	52-8200-775	BIDDING, CONSTRUCT	820	\$266,000.00	\$0.00	\$0.00	\$266,000.00	0.00%
52 S	Expenses	52-8200-800	LOAN ADMINISTRATIO	820	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
52 S	Expenses	52-8200-920	CONTINGENCY	820	\$165,000.00	\$0.00	\$0.00	\$165,000.00	0.00%
					\$2,540,000.00	\$0.00	\$8,026.55	\$2,531,973.45	0%
					\$2,540,000.00	\$0.00	\$8,026.55	\$2,531,973.45	0%

Fund Or Attri	Type	Acct Num	Disp Acct	Dept	Budget	Enc Amt	YTD	Variance	Prcnt
					\$5,080,000.00	\$0.00	\$8,026.55	\$5,071,973.45	0%
Fund Or Attrib: 53 Lead Service Line Inventory Project									
Type: Revenues									
Dept:									
	53 L Revenues	53-8100-400	DWSRF BIL LOAN FUN		\$465,500.00	\$0.00	\$0.00	(\$465,500.00)	0.00%
	53 L Revenues	53-8100-580	DWSRF BIL LOAN FOR		\$24,500.00	\$0.00	\$0.00	(\$24,500.00)	0.00%
					\$490,000.00	\$0.00	\$0.00	\$0.00	0%
					\$490,000.00	\$0.00	\$0.00	\$0.00	0%
Type: Expenses									
Dept: 810									
	53 L Expenses	53-8100-600	DESKTOP ANALYSIS, M	810	\$19,160.00	\$0.00	\$0.00	\$19,160.00	0.00%
	53 L Expenses	53-8100-610	FIELD INVESTIGATION	810	\$319,260.00	\$0.00	\$62,361.68	\$256,898.32	19.53%
	53 L Expenses	53-8100-620	UPDATE/INPUT GIS DA	810	\$126,080.00	\$0.00	\$0.00	\$126,080.00	0.00%
	53 L Expenses	53-8100-630	REVIEW AND REVISE	810	\$20,500.00	\$0.00	\$0.00	\$20,500.00	0.00%
	53 L Expenses	53-8100-640	ADMINISTRATIVE	810	\$5,000.00	\$0.00	\$218.75	\$4,781.25	4.38%
					\$490,000.00	\$0.00	\$62,580.43	\$427,419.57	13%
					\$490,000.00	\$0.00	\$62,580.43	\$427,419.57	13%
					\$980,000.00	\$0.00	\$62,580.43	\$917,419.57	6%

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Project Number: 37-01060  
Amendment No. 1

**AMENDMENT TO LAND AND WATER CONSERVATION PROJECT AGREEMENT**

This First Amendment to the Land and Water Conservation Project Agreement (the "Amendment") is made effective on the date of the last signature to this Amendment (hereinafter, "Effective Date"), by and between **Town of Williamston** (the "Grantee"), and the **North Carolina Department of Natural and Cultural Resources** (the "Department," and with the Grantee, the "Parties").

**WITNESSETH:**

WHEREAS, the Parties entered into the Land and Water Conservation Project Agreement, dated September 26, 2024, (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement as outlined below.

NOW, THEREFORE, the Parties desire to amend the terms of the Agreement as more particularly set forth below:

1. Both parties mutually agree to change the scope of work for the Gaylord Perry Park Renovation project by increasing the Federal funding for this agreement from to \$274,428 to \$497,070.00, with the Grantee agreeing to increase their match to the same. The justification for this amendment is due to the significant changes in prices from the original budget estimates acquired in 2019 and additional materials required for stormwater management.
2. This Amendment embodies the entire agreement between the Parties with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
3. Except as specifically amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as expressly provided herein, the Parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
4. This Amendment shall be governed by the laws of the State of North Carolina. The Parties agree that the proper venue of this Amendment, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Amendment, shall be determined.

**[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the PARTIES have duly executed this instrument as of the date of the last signature executing this Amendment below.

GRANTEE

Town of Williamston

Signature

Executed by:

*Eric Pearson*

3F3A44ED356343D...

Date

10/1/2024

Printed Name

Eric Pearson

Title

Town Administrator

NORTH CAROLINA DEPARTMENT OF  
NATURAL AND CULTURAL RESOURCES

Signature

Signed by:

*Dave Head*

00892FDF91654CA...

Date

9/27/2024

Printed Name

Dave Head

Title

Deputy Director, Planning and Recreation Resources