SPECIFICATIONS

For

CUMBERLAND COUNTY
ENGINEERING & INFRASTRUCTURE
DEPARTMENT

HQ LIBRARY: SLOT-IN FLOOD CONTROL BARRIER SYSTEM

CUMBERLAND COUNTY
NORTH CAROLINA
CUMBERLAND COUNTY
NORTH CAROLINA

ADVERTISEMENT, INSTRUCTIONS TO BIDDERS,
PROPOSAL, SPECIFICATIONS, CONTRACT,
BOND, APPROVAL, Etc.

FOR

CUMBERLAND COUNTY
ENGINEERING & INFRASTRUCTURE
DEPARTMENT

HQ LIBRARY: SLOT-IN FLOOD CONTROL BARRIER SYSTEM,
FAYETTEVILLE, NORTH CAROLINA

SEPTEMBER 25, 2017

CUMBERLAND COUNTY COMMISSIONERS
Glenn B. Adams, Chairman
Charles E. Evans, Vice-Chairman
Michael C. Boose
Dr. Jeanette M. Council
W. Marshall Faireloth
Jimmy Keefe
Larry L. Lancaster

Prepared by:
Cumberland County Engineering & Infrastructure Department
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Form of Bid Proposal
Form of Contract
Notice to Proceed
ADVERTISEMENT

INVITATION FOR PROPOSALS

FOR

CUMBERLAND COUNTY
ENGINEERING & INFRASTRUCTURE DEPARTMENT

HQ LIBRARY: SLOTS-IN FLOOD CONTROL BARRIER SYSTEM, FAYETTEVILLE, NORTH CAROLINA

Cumberland County
North Carolina

Pursuant to Section 143-131 of the General Statutes of North Carolina, informal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before 2:00 PM on October 11, 2017, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Old Courthouse and read for construction of the proposed:

HQ LIBRARY: SLOT-IN FLOOD CONTROL BARRIER SYSTEM

A pre-bid conference will be held at 2:00 PM on September 28, 2017, at the project site.

Proposals must be enclosed in a sealed envelope addressed to Mr. Jeffery P. Brown, P.E., Engineering and Infrastructure Director, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked “PROPOSAL FOR HQ LIBRARY: SLOT-IN FLOOD CONTROL BARRIER SYSTEM” and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

A bid bond is not required for this project.

Performance and Payment Bonds are not required.

All Contractors are notified that North Carolina Statutory provisions as to licensing for Contractors will be observed in receiving, reading and awarding of contracts.

Plans and specifications, including Contract Documents, are open to public inspection and available upon request at the Cumberland County Engineering & Infrastructure Department Office, 130 Gillespie Street, Fayetteville, NC.

The County reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply with the requirements of G.S. Section 143-131, as amended.

No bids may be withdrawn after the scheduled closing time for the receipt of proposals for a period of forty five (45) days.
GENERAL CONDITIONS

General:

A. The “General Conditions” referred to in this and the following section of the specifications is EJCDC “Standard General Conditions of the Construction Contract”, EJCDC No. C-700 (2013 Edition) and SHALL BE considered Section II of this specification by reference.

   a. A copy of the “General Conditions” may be examined in the office of the Cumberland County Engineering & Infrastructure Department.

B. Wherein the Supplementary Conditions are in conflict with the “General Conditions” (EJCDC No. C-700 (2013 Edition), the Provisions of the Supplementary Conditions SHALL govern.

C. All work is to be performed by Contractors licensed in their respective fields of competence.
SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

The following Supplements modify, change, delete from or add to the "General Conditions of the Contract of Construction". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

DEFINITIONS:

A. "Owner" or "County" Cumberland County, North Carolina
B. "Engineer" Cumberland County Engineering & Infrastructure Department
C. "Drawings" All drawings, or reproductions of drawings pertaining to the construction under the Contract.
D. "Work" or "Project" The work shown on the drawings and specified herein.

CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES:

The time for completion of the work including clean-up, under this contract shall be 45 calendar days from the date specified in a written "Notice to Proceed" to the Contractor(s). Liquidated damages in the amount of $500.00 per day for each day in excess of the time allowed will be deducted from the contract amount to be paid to the Contractor(s).

See General Conditions of the Contract, Article 12, regarding construction schedules, delays and extensions of time.

NORTH CAROLINA SALES TAX:

The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that the County may recover the amount of the tax permitted under the law.

(a) It shall be the Contractor's responsibility to furnish the County documentary evidence showing the materials used and sales tax paid by the Contractor and each of his subcontractors. Such evidence shall be transmitted to the County together with the Contractor's monthly payment request on the form provided by the County.

(b) The documentary evidence shall consist of a certified statement, by the Contractor and each of his subcontractors individually showing total purchases of materials from each separate vendor, total sales taxes paid to each vendor, and the county to which the local sales tax was paid. The certified statement must show the invoice number, or numbers, covered and inclusive dates of such invoices.

(c) Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

(d) The Contractor shall not be required to certify the subcontractor's statements.

(e) The documentary evidence to be furnished to the County eligible for sales tax refunds covers sales taxes paid on building materials, supplies, fixtures and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under contracts with governmental units.
(f) The Contractor to whom award is made on this project will be required to follow the procedure outlined above. Failure to comply with these requirements will result in delays in payment to the Contractor.

PLANS AND SPECIFICATIONS:

The Engineer will furnish to the Contractor two (2) copies of the Plans and Specifications, and the Contractor shall have available on the site at all times during the prosecution of the work one copy of said Plans and Specifications. This copy shall be accurately marked by the Contractor indicating all approved changes occurring during the construction process and delivered to the Engineer upon completion of the project.

MANUFACTURER’S RECOMMENDATIONS AND CERTIFICATION:

The Contractor shall submit to the Engineer for approval a list of proposed materials, equipment, or products to be incorporated in the work, within (20) days after award of the Contract.

The Contractor shall submit to the Engineer, the manufacturer’s recommendations for each material or procedure to be utilized which is required to be in compliance with such recommendations. The Contractor shall have a copy of the manufacturer’s instructions available at the construction site at all times and shall follow these instructions unless otherwise directed by the Engineer.

The Contractor shall be responsible at his own expense to provide certification to the Engineer by the manufacturer that all materials used for this project meet project specifications and are in compliance with referenced American Society for Testing Materials (ASTM). Materials or material suppliers shall not be changed after submittal or certifications without written approval by the Engineer. Any changes and re-certification cost shall be at the Contractor’s expense and approval.

CONTRACTORS INSURANCE:

The Contractor shall not commence work under this Contract until he has obtained all insurance required under Article 5 of the “General Conditions” and submitted to the Owner in the form of a Certificate of Liability Insurance naming the County of Cumberland, P.O. Box 1829, Fayetteville, NC 28302 as the certificate holder, and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work until such insurance has been obtained and approved. If a subcontractor does not take out insurance in his own name and his principle Contractor wishes to provide insurance protection for such subcontractor and such subcontractor’s employees, a rider must be attached to the principal policy, the Contractor must take out appropriate policies in the name of the subcontractor.

Minimum acceptable coverage’s are as follows:

<table>
<thead>
<tr>
<th>Workers Compensation/Statutory</th>
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</thead>
<tbody>
<tr>
<td>General Liability</td>
</tr>
<tr>
<td>Vehicle Bodily Injury</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
</tr>
</tbody>
</table>

The Contractor and/or subcontractors shall furnish and keep in force the insurance requirements for a period of one (1) year after completion and acceptance of the work by the Owner. The certificate is to make reference to the project and the Owner.
FIELD DIRECTIVES FROM THE ENGINEER:

The Contractor shall communicate with and take field directives only from the Engineer or his representative. Any and all changes in the work are to be accomplished only by written change order or written field orders which can be issued only by the Engineer or his representative. No claims for monetary or other considerations will be allowed that are based on verbal agreements only or that are based on Contractor agreements with any agent other than the Engineer or his representative.

FORCE ACCOUNT WORK:

Should unforeseen circumstances arise which, in the opinion of the Engineer, require work to be done for which no price can be agreed upon, the Engineer may require that the work be done on a force account basis. Work done on this basis shall be paid as follows:

a. Skilled and common labor at the regular rate of pay for such men. Pay for the foreman may be included provided in the judgment of the Engineer, a foreman is required.

b. To the foregoing shall be added such social security and old age benefit payments made by the Contractor.

c. Materials used, to be listed with invoices.

d. Equipment used shall be paid for at an hourly rate schedule mutually agreed upon, but in no case shall it exceed the hourly rate schedule established for such units by the Associated General Contractors.

To the sum of a, b, c, and d shall be added ten percent (10%) for overhead and profit.

When force account work has been authorized, such authority shall be in writing.

LOCAL LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Contractor will be responsible for notifying proper inspectors at various stages of construction for inspection and approval before continuing his work.

PERMITS AND LICENSES:

The Contractor shall procure and pay all charges and fees for all permits and licenses incidental to the due and lawful prosecution of the work.
CONSTRUCTION TRASH & DEBRIS REMOVAL:

During construction of the Project, the Contractor shall be responsible for the removal of any trash or debris created by his work to an approved disposal site. The site will be maintained in a clean condition at all times. Trash and debris from daily operations are to be stored in appropriate storage containers or trucks until removal to the disposal facility.

PAYMENTS:

Payments shall be made on a basis of 95% of monthly estimated cost of labor and materials, including freight or hauling on receipted bills until the work is 50% complete. Upon completion of 50% of the work, no additional retainage shall be held provided the work is progressing satisfactorily. If the Contractor fails to maintain the work on schedule, the Owner has the right to reinstate retainage such that the total amount withheld does not exceed 2.5% of the total contract amount. The contract payment shall be due and payable within fifteen (15) days after the Contractor's invoice has been certified for payment by the Engineer, the balance to be paid upon completion and acceptance of the job. Final payment shall be made to the Contractor within thirty (30) days after all work has been finally completed and every provision of the specifications and accompanying drawings comply with to the Owner's or Engineer's satisfaction. Acceptance of the completed job shall be made by the Owner or his representative and the Engineer not later than the 25th of the month following in order to receive consideration.

DISPUTE RESOLUTION:

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves $15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediators cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime CONTRACTOR shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

WARRANTY

The CONTRACTOR shall provide a 12-month warranty on all materials and workmanship beginning on the date of final acceptance.

END OF SECTION
DIVISION ONE - GENERAL REQUIREMENTS

SECTION 01110 - SUMMARY OF WORK

Part 1

The work to be performed under this project consists of providing all labor, equipment and materials necessary for the HQ Library: Slot-in Flood Control Barrier System installation at six doors located at 300 Maiden Lane, Fayetteville, North Carolina.

Scope of work includes providing and installing:

1. Six Slot-In Flood Control Barrier Systems
2. Concrete Sidewalk

All aluminum beams shall be 11.8 inches high, 5.5 lb/ft. Beams slot in to a 2.4 inch by 4.7 inch galvanized channels fixed to structural opening. The system will include purpose designed gaskets resisting clogging and that reform after long periods of compression. The system will be vandal resistant. This work is on existing doors of the HQ Library. A manufacturer representative/supervisor, knowledgeable with the installation of the system, shall be present to assist the Contractor with guidance and oversight during the installation of the doors. The Contractor shall be responsible for contacting the manufacturer to perform this oversight at no additional cost to the County.

Door 1: The Slot-in Flood Control Barrier System will include lockable clamps, security covers, stand-off & handles. Structural Opening: 85 inches x 36 inches

Door 2: The Slot-in Flood Control Barrier system will include lockable clamps, security covers & handles. Structural Opening: 80 inches x 36 inches

Door 3: The Slot-in Flood Control Barrier system will include lockable clamps, security covers & handles. Structural Opening: 41 inches x 36 inches

Door 4: The Slot-in Flood Control Barrier system will include lockable clamps, security covers & handles. Structural Opening: 76 inches x 36 inches

Door 5: The Slot-in Flood Control Barrier system will include lockable clamps, security covers, two stand offs & handles. Structural Opening: 45 inches x 36 inches

Door 6: The Slot-in Flood Control Barrier system will include lockable clamps, security covers & handles. Structural Opening: 70 inches x 36 inches
SECTION 01140 - WORK RESTRICTIONS

All work may be performed during normal working hours 7:00 AM to 6:00 PM Monday through Friday, unless noted otherwise.

SECTION 01330 - SUBMITTAL PROCEDURE

The Contractor shall, within 20 days after the Notice to Proceed has been issued by the Owner, provide submittals to the Engineer prior to acquiring the materials for this project. The Submittal SHALL include all pertinent information about the product, including but not limited to:

- Product Data
- Samples of the Materials
- Manufacturer’s Instructions for Application or Installation

END OF SECTION
CUMBERLAND COUNTY
NORTH CAROLINA

The undersigned hereby signifies that it is

______________ (his or her) intention and purpose to enter into a contract to furnish labor,
materials, equipment, apparatus, etc., as required and to do all the work necessary for

CUMBERLAND COUNTY HQ LIBRARY: SLOT-IN FLOOD CONTROL BARRIER SYSTEM

as described in the specifications and shown on the plans in accordance with the terms of the Advertisement,
Instructions to Bidders, the foregoing Specifications, and the following form of Contract, and this Proposal
and the Plans; and pursuant with the requirements of the Advertisement and Instructions to bidders which
are as follows:

THAT: The undersigned carefully examined the Instructions to Bidders, the Specifications, Plans,
this form of Proposal, and the Contract and Fully understands them.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar
with the conditions under which the work, or any part of it, is to be done and the conditions which must be
fulfilled in furnishing and/or erection or construction of any or all items of the project, and the furnishing
only of any materials, equipment, or apparatus specified in connection therewith.

THAT: The undersigned will provide all necessary tools, machinery apparatus, and all means
necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract
and Specifications and according to the Plans and requirements under the of the Engineer, in the first class
manner.

THAT: The right of Cumberland County and the recommendations of the Engineer are not to be
questioned in the award of the Contract.

THAT: It is the intention of Cumberland County, North Carolina, subject to the conditions set forth,
to award contracts for the project on the basis of bids received at this letting and in such manner as they
may decide as being in the best interests of the County.

THAT: The County reserves the right to reject any of all proposals.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner
and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and
the firm name added, with the official address of said firm.

THAT: The undersigned will complete such contract as is hereby proposed to enter into
within the time stated in the notice to proceed and stipulated in the Contract.
THAT: The Bidder acknowledges receipt of the following Addendum:

THAT: The Contractor agrees to furnish all materials, labor and equipment and to install complete in place the work in accordance with the Plans and Specifications for the lump sum of:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slot-In Flood Control Barrier System</td>
<td>6</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Sidewalk</td>
<td>6</td>
<td>SY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Bid ______________________

Submitted, this ______ day of ____________.[Year].

_______________________________
CONTRACTOR

By: ____________________________
(Signature of Person, Firm or Corporation making Bid)

(Seal - If Bid is by a Corporation) Title:

Address: ________________________________

Attest: ________________________________

License No. ____________________________
Phone: ________________________________
INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

__________________________ (Seal)

Trading as [Type Company Name Here]

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

__________________________ (Seal)

By: _______________ (Seal)

Title: _______________

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

__________________________ (Seal)

(Corporate Seal) _______________ (Seal)

Title: _______________

ATTEST:

__________________________

Thomas Jones
Assistant Secretary
CONTRACT

THIS CONTRACT, made the _____ day of __________, [Year] between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to as COUNTY, and ________________, a business located at ________________ hereinafter referred to as CONTRACTOR.

WITNESSETH:

THAT WHEREAS, a contract for CUMBERLAND COUNTY HQ LIBRARY: SLOT-IN FLOOD CONTROL BARRIER SYSTEM has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of:

($_____________ ) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within 45 calendar days from the date the Notice to Proceed is issued.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.
It is further mutually agreed that, if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, CONTRACTOR shall at its expense, within five days after the receipt of notice from the COUNTY so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the COUNTY. In such event no further payment to CONTRACTOR shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seal below this line)

ATTEST: By: ___________________________

Title: ___________________________

For the COUNTY OF CUMBERLAND COUNTY, NC

ATTEST: By: ___________________________

Amy H. Cannon, County Manager

This instrument has been Pre-audited in the manner Required by the local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency
COUNTY ATTORNEYS OFFICE

( ) Renewable ( ) Nonrenewable
Expiration Date: ____________________

County Finance Office
INSTRUCTIONS ON PROPER SIGNING

NOTE: If Contractor is an individual, sign on first line only and designate trade name below first line, thus:

_____________ (Seal)

Trading as [Type Company Name Here]

If Contractor is a partnership, sign partnership name on first line; have at least one general (not limited) partner sign on second line, and put his designation as partner on third line, thus:

JONES PAVING COMPANY (Seal)

By: ______________ (Seal)

Title: General Contractor

If Contractor is a corporation, sign corporate name on first line (exactly as such name appears on the corporate seal); have the President or Vice-President sign on second line, put his title on third line, have the Secretary or Assistant Secretary sign on the left "ATTEST" line (adding the word "Assistant before the word "Secretary", if the Assistant Secretary is signing), and imprint corporate seal above the word "Attest", thus:

JONES PAVING COMPANY (Seal)

(Corporate Seal)

_____________ (Seal)

Title: President

ATTEST:

Thomas Jones
Assistant Secretary
NOTICE TO PROCEED

TO: [Type Company Name Here]                      DATE: [Date]
    [Type Company Name Here]
    [Type Company Name Here]

PROJECT Description:

You are hereby notified to commence work in accordance with the Agreement dated [Type Date], on or before [Type Date], and you are to complete the WORK within [Days] calendar days thereafter. The date of completion of all WORK is therefore [Type Date].

COUNTY OF CUMBERLAND
Owner

BY: _____________________________
    Jeffery P. Brown, P.E.

TITLE: Engineering & Infrastructure Director

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged.

____________________________________
CONTRACTOR

BY: _____________________________

DATE: ____________________________