



# Section V

Legal Documents

## Residence Certification



# NORTH CAROLINA

## Department of the Secretary of State

### CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### **AECOM TECHNICAL SERVICES OF NORTH CAROLINA, INC.**

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 24th day of August, 1962, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 15th day of March, 2019.

*Elaine F. Marshall*

Secretary of State

Certification# 104169989-1 Reference# 15094641- Page: 1 of 1  
Verify this certificate online at <http://www.sosnc.gov/verification>

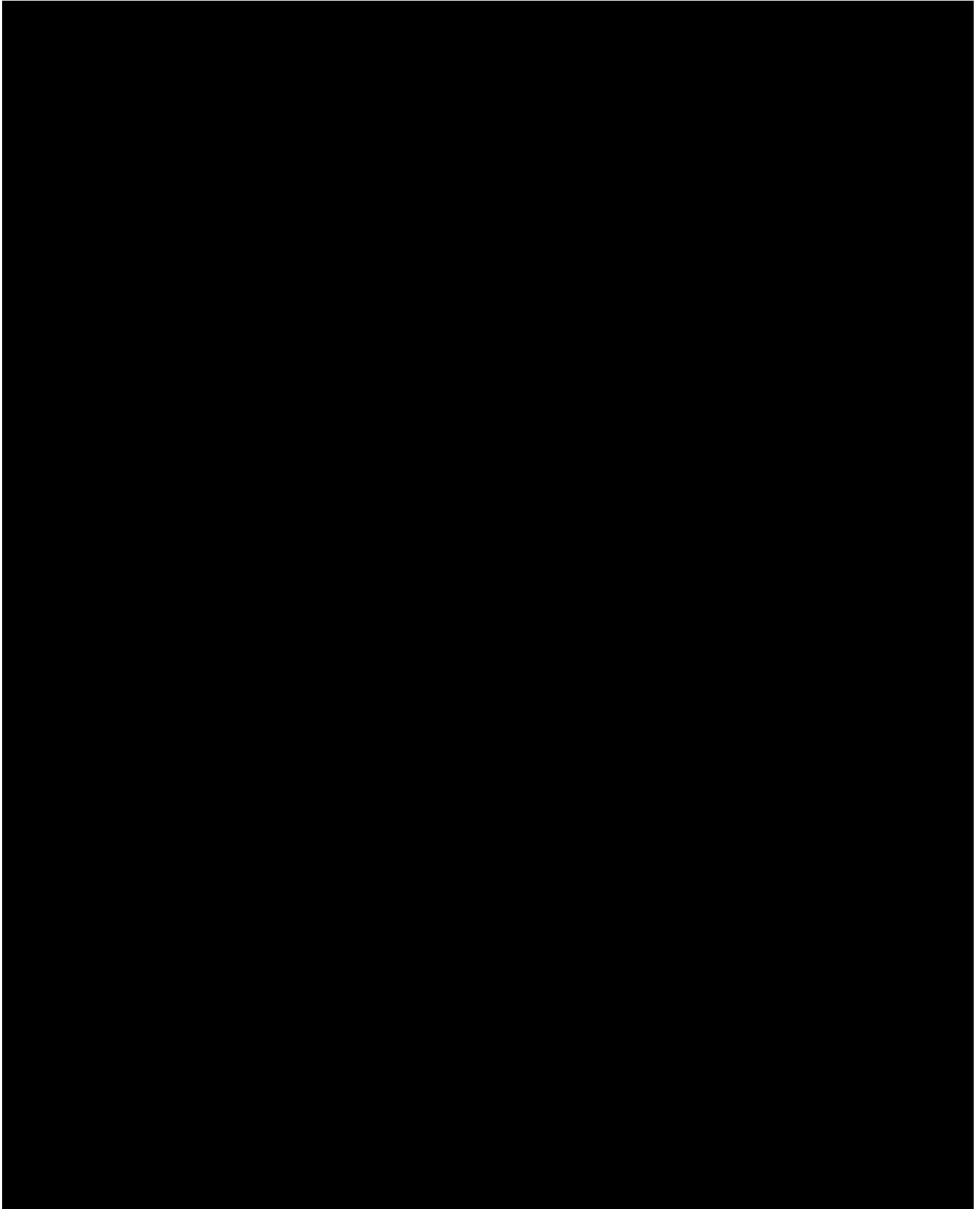
## Proof of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2019

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.





## Attachment A

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services, of North Carolina, Inc.

### ATTACHMENT A

#### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

/



Senior Vice President / Authorized Signatory  
**Title**

AECOM Technical Services of North Carolina, Inc.  
**Firm**

March 14, 2019  
**Date**

## Attachment B

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services, of North Carolina, Inc.

### ATTACHMENT B

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

**Note: The phrase "prospective lower tier participant" means providers under contract with NCORR.**

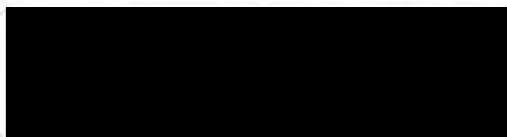
1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76, 44 CFR Part 67. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.
10. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any federal or state department or agency.
11. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Senior Vice President / Authorized Signatory  
**Title**

AECOM Technical Services of North Carolina, Inc.  
**Firm**

March 14, 2019  
**Date**



## Attachment C

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

### ATTACHMENT C

#### HISTORICALLY UNDERUTILIZED BUSINESSES CERTIFICATION

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☒ No

If \_\_\_\_\_ so, \_\_\_\_\_ state \_\_\_\_\_ HUB \_\_\_\_\_ classification:



## Attachment D

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

### ATTACHMENT D

#### INSTRUCTIONS TO OFFERORS

1. **READ, REVIEW AND COMPLY:** It shall be Offeror's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Offerors or elsewhere in this RFP.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be Offeror's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by Offeror, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.
5. **EXECUTION:** Failure to sign the EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) any addenda to the RFP; (3) requirements and specifications in Sections 4, 5 and 6 of this RFP; (4) the rest of the RFP; (5) North Carolina General Contract Terms and Conditions in ATTACHMENT E: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (6) Instructions in Section 2.2; and (7) Offeror's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Offeror must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

8. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
9. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
- All copies of the proposal are printed double sided.
  - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
  - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
  - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
10. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
11. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
12. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that Offeror does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by Offeror, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what Offeror may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with N.C.G.S. § 132-1.2. Any material labeled as confidential constitutes a representation by Offeror that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under N.C.G.S. § 132-1.2. Offerors

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

**13. PROTEST PROCEDURES:** If Offeror wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, Offeror shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than \$25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to Offeror actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

**14. MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

**15. COMMUNICATIONS BY VENDORS:** In submitting its proposal, Offeror agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Offerors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts Offeror(s) for purposes of seeking clarification or another reason permitted by the solicitation. Offeror shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Offeror to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Offeror's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.

**DISQUALIFICATION OF OFFEROR:** Any or all proposals may be rejected if NCORR believes that collusion exists among Offerors. Proposals in which the prices are obviously unbalanced may be rejected. If multiple proposals are submitted by Offeror and after the proposals are opened, one of the proposals is withdrawn, the result will be that all of the proposals submitted by that Offeror will be withdrawn; however, nothing herein prohibits Offeror from submitting multiple proposals - for different products or services.

**16. POTENTIAL CONFLICTS OF INTEREST:** An outside Consultant or contractor of NCORR or DPS is prohibited from submitting a proposal for services on the scope of work in this NCORR RFP if that consultant or contractor assisted NCORR, directly or indirectly, in creating the scope of work in this RFP (consultant or contractor including any drafter, designer or other previous contributor to NCORR or DPS including any affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party who assisted NCORR and/or DPS in developing this RFP). If such a consultant or contractor submits a prohibited proposal, that proposal shall be disqualified on the basis of conflict of

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

interest, no matter when the conflict is discovered by NCORR. **Note: It is permissible for Offeror to submit a proposal in response to this RFP to serve as a construction manager in a specific geographical area/counties and seek prequalification as a Contractor in a geographical area/counties that it does not seek to serve as a construction manager for NCORR. Offeror may submit a proposal pursuant to this RFP for all services as well as a proposal to be prequalified for all work in all counties and, if selected as a CM and prequalified for all counties, NCORR may enter into negotiations with Offeror for Best and Final Offers for one or both contract awards so that the resulting contract and/or prequalification does not have Offeror serving as CM and Contractor for the same HRP projects.**

17. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this website not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Offeror Portal (eVP) allows Offerors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website <https://www.ips.state.nc.us/>.
19. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Offeror's letterhead and signed by an official of Offeror authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
20. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this RFP and in formal Addenda issued through IPS.
21. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Offeror in preparing or submitting offers are Offeror's sole responsibility; the State of North Carolina will not reimburse any Offeror for any costs incurred prior to award.
22. **VENDOR'S REPRESENTATIVE:** Each Offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
23. **SUBCONTRACTING:** Unless expressly prohibited, Offeror may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Offeror includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Offeror itself.



*RFP Number:* 19-RFP-014582-WAX

*Offeror:* AECOM Technical Services of North Carolina, Inc.

**24. INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Offeror prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

## Attachment E

AECOM Technical Services of North Carolina, Inc. confirms we take no exceptions to the State's terms and conditions listed in the Request For Proposal (RFP).

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

### ATTACHMENT E

#### NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

##### **1. PERFORMANCE AND DEFAULT:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
  - a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
7. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

- 8. CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
- 9. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
- a. Vendor warrants to the best of its knowledge that:
    - i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
    - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
  - b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.
  - c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
    - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
  - d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.
- 10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **ADVERTISING**: Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.
12. **ACCESS TO PERSONS AND RECORDS**: During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
13. **ASSIGNMENT**: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE**:

**COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned,

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

- 15. GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

**16. ELECTRONIC PROCUREMENT: - RESERVED**

- 15. SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

- 16. CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

- 17. CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S.

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

75-60 *et seq.*

- 18. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

- 23. COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- 24. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 25. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 26. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

- 27. NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

- 28. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil

*RFP Number:* 19-RFP-014582-WAX

*Offeror:* AECOM Technical Services of North Carolina, Inc.

insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

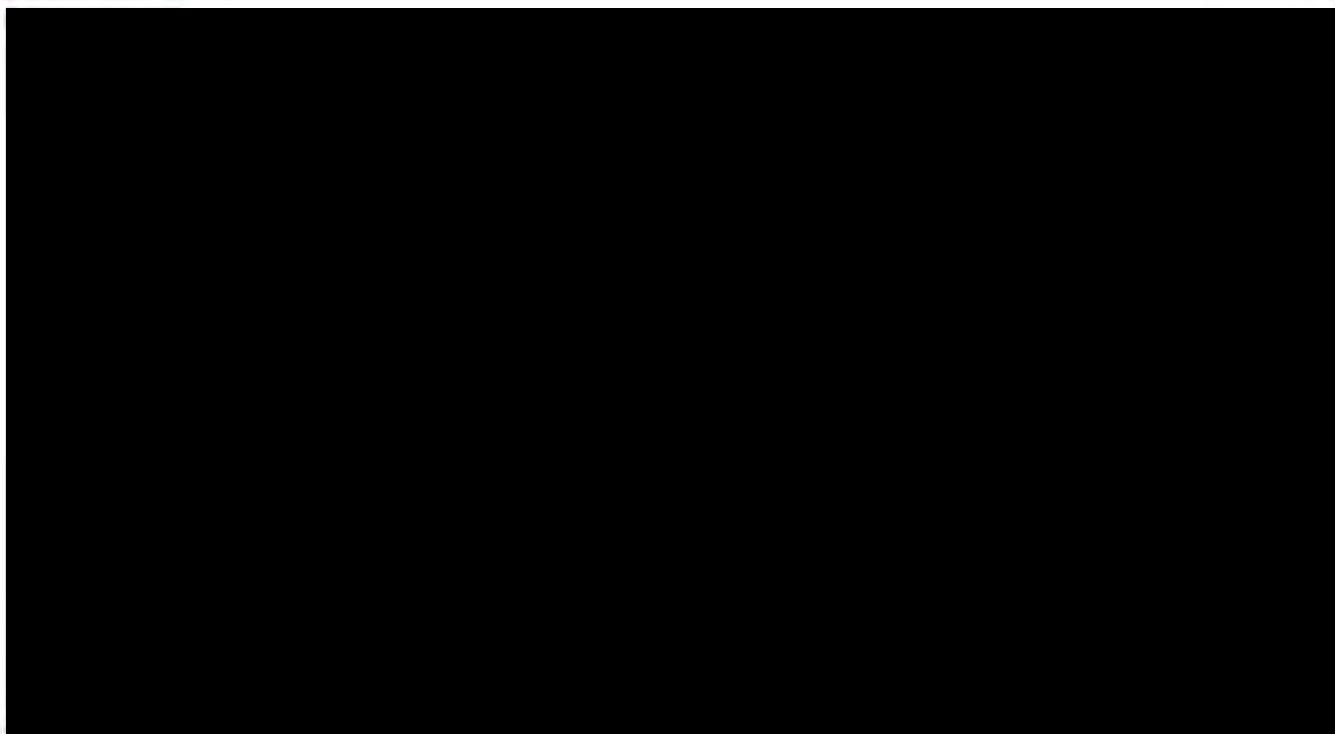
- 29. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.



## Attachment F

Not applicable.

## Attachment G



named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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

Executed in \_\_\_\_\_ counterparts.

Witness:

\_\_\_\_\_  
Contractor: (Trade or Corporate Name)

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

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

(Proprietorship or Partnership)

Attest: (Corporation)

Title: \_\_\_\_\_  
(Owner, Partner, or Corp. Pres. or Vice Pres.  
only)

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

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

\_\_\_\_\_

Countersigned:

\_\_\_\_\_

(N.C. Licensed Resident Agent)

\_\_\_\_\_

Name and Address-Surety Agency

\_\_\_\_\_

Surety Company Name and N.C.  
Regional or Branch Office Address

\_\_\_\_\_  
(Surety Company)

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

Title: \_\_\_\_\_  
(Attorney in Fact)

(Surety Corporate Seal)

## Attachment H

AECOM Technical Services of North Carolina, Inc. confirms we take no exceptions to the State's terms and conditions listed in the Request For Proposal (RFP)

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

### ATTACHMENT H

#### CONSTRUCTION MANAGEMENT & CONSTRUCTION TERMS & CONDITIONS

##### ARTICLE 1 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. Contractor shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by Contractor's Designer, CM and/or NCORR. A copy of the plans and specifications shall be provided the homeowner.
- b. Contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by Contractor and submitted to the designer and CM upon project completion and no later than thirty (30) days after acceptance of the project.
- c. Contractor shall maintain at the job office a record of all required tests or special inspections that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection. Contractor shall make available these tests and special inspection reports available to CM, NCORR, AHJ and homeowner upon request.

##### ARTICLE 2 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of Contractor and/or its designer, but owner had have a license to use drawings and specifications for future renovation or work at home. Homeowner's use of these instruments on work other than this contract without permission of Contractor is prohibited.

##### ARTICLE 3 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the contractor shall furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, Contractor has the option of using any



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

product and manufacturer combination listed. However, Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

- e. CM, NCORR and/or NCORR's consultant shall be the judge of equality for proposed substitution of products, materials or equipment and whether it complies with CDBG-DR, HRP and/or grant eligibility rules, requirements and/or standards.

#### **ARTICLE 4 - ROYALTIES, LICENSES AND PATENTS**

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. Contractor shall protect and save harmless the homeowner, CM, NCORR, the State and/or HUD against suit on account of alleged or actual infringement. Contractor shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

#### **ARTICLE 5 - PERMITS, INSPECTIONS, FEES, REGULATIONS**

- a. Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the designer in writing. See Instructions to Bidders, Paragraph 3, Bulletins and Addenda. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising therefrom. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of Contractor and included within the bid proposal. All water taps, meter barrels, vaults and impact fees shall be paid by Contractor unless otherwise noted.

#### **ARTICLE 6 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC**

- a. Contractor shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the owner's property, or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the owner. All Contractors shall have access to the project at all times.
- b. Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

- the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the designer and owner.
  - d. Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around same. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
  - e. Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.
  - f. Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
  - g. Contractor shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to Contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the project walkthrough conference and in all cases prior to any work starting on the project.
  - h. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by Contractor on account of such action shall be determined as provided for under Article 19(b).
  - i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

#### ARTICLE 7 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by Contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, Contractor(s)



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.

- c. Contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, Contractor(s) shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

#### **ARTICLE 8 - INSPECTION OF THE WORK**

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours and during any time work is in preparation and progress by Contractor's designer, designated official representatives of CM, AHJ, NCORR, homeowner and those persons required by state law to test special work for official approval. Contractor shall therefore provide safe access to the work at all times for such inspections. Homeowner must give advance notice to Contractor and/or CM to ensure homeowner safety pursuant to OSHA requirements.
- b. Where special inspection or testing is required by virtue of any state or federal laws, instructions of the designer, specifications or codes, the Contractor shall give adequate notice to the designer and CM of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, CM (if necessary) and it shall be Contractor's responsibility to serve ample notice of such tests.
- c. All laboratory tests shall be paid by Contractor unless provided otherwise in the contract documents including laboratory tests to establish design mix for concrete, and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- d. Should any work be covered up or concealed prior to inspection and approval by AHJ and CM (when required by the contract) and/or special inspector such work shall be uncovered or exposed for inspection, if so requested by AHJ (verbally or in writing) or CM (in writing). Inspection of the work will be made upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the Contractor involved.

#### **ARTICLE 9 - CONSTRUCTION SUPERVISION**

- a. Contractor shall, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark in a location where same will not be disturbed and where direct instruments sights may be taken.

#### **ARTICLE 10 - CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS**

- a. Contractor agrees that the terms of its contract with homeowner documents shall apply equally to each subcontractor as to Contractor, and the Contractor agrees to take such action as may be necessary to bind each subcontractor to these terms. Contractor further agrees to conform to



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-subcontractor relationships, and that payments to subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to Contractors: payments to subcontractors.

- b. Within seven days of receipt by Contractor of each periodic or final payment, Contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the subcontractor be delayed by more than seven days after receipt of periodic or final payment by Contractor, Contractor shall pay the subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due. CM and NCORR shall not be liable for interest resulting from Contractor's failure to pay any subcontractor.
- c. NCORR will retain no more than five (5) percent of progress payments from Contractor, which will be release upon final acceptance of the HRP project. Should Contract fail to perform work under the contract, substantially delays completion of the work, or fails to correct non-conforming work in a timely manner, NCORR through CM may use retainage to correct non-conforming work and/or complete performance of the contract. The percentage of retainage on payments made by the Contractor to the subcontractor shall not exceed the percentage of retainage on payments made by NCORR to Contractor. Any percentage of retainage on payments made by Contractor to the subcontractor that exceeds the percentage of retainage on payments made by NCORR to Contractor shall be subject to interest to be paid by Contractor to the subcontractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent Contractor at the time of application and certification to CM and NCORR from withholding application and certification to NCORR for payment to the subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of subcontractor to make timely payments for labor, equipment and materials; damage to Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by NCORR.

## ARTICLE 11 - CHANGES IN THE WORK

- a. NCORR through CM may make changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release Contractor from any guarantee given by it pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by Contractor except upon receipt of approved change order or written field order from CM authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax, electronically, or hand delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

In the event of emergency endangering life or property, Contractor may be directed to proceed on a time and material basis whereupon Contractor shall proceed and keep accurately on such form as specified by CM and/or NCORR, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

c. In determining the values of changes, either additive or deductive, Contractors are restricted to the use of the following methods:

1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by Contractor, CM and NCORR the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

d. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

1. The actual costs of materials and supplies incorporated or consumed as part of the work;
2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
5. All labor costs must comply with federal prevailing wage laws;
6. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.

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

e. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

method of arriving at net cost as defined above.

- f. In all change orders, the procedure will be for the contractor to submit proposals to the CM through the State's System of Record. CM shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of Contractor's accepted proposal including all supporting documentation required by CM, CM shall prepare the change order and forward to Contractor for signature or otherwise respond, in writing, to Contractor's proposal. Within seven (7) days after receipt of the change order executed by Contractor, CM's representative shall certify the change order by his or her signature, and forward the change order and all supporting data to NCORR for its review for CDBG-DR, HRP and/or grant eligibility compliance and, if compliant, NCORR will sign the change order and the revised scope of work may proceed. If the change order is denied, then Contractor shall not proceed with the work or may request the homeowner to approve of and pay for the proposed change in work.
- g. At the time of signing a change order, Contractor shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- h. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

## **ARTICLE 12 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME**

- a. Contractor shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from CM and shall fully complete all work hereunder within the time of completion stated in the Contract. Time is of the essence and Contractor acknowledges the homeowner will likely suffer financial damage for failure to complete the work within the time of completion. For each day in excess of the above number of days, Contractor(s) shall pay the homeowner the sum of \$250.00 per day as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the owner by reason of failure of said Contractor(s) to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof. If Contractor disputes the calculation of liquidated damages, then homeowner may recover actual damages.
- b. If Contractor is delayed at any time in the progress of his work solely by any act or negligence of the homeowner, CM or NCORR; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond Contractor's control; or by any other causes which the designer and owner determine may justify the delay, then the contract time may be extended by change order only for the time which CM and NCORR may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by Contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle Contractor to compensable damages for delays. Any Contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- c. Request for extension of time shall be made in writing to CM, copies to NCORR and the homeowner, within twenty (20) days following cause of delay.
- d. Contractor shall notify his surety in writing of extension of time granted.

#### **ARTICLE 13 – APPLICATIONS FOR PAYMENT**

- a. Contractor shall submit, as set by Contract, to CM and NCORR a request for payment for work performed. The request shall be in the form agreed upon between Contractor and CM, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
  - 1. Total of contract including change orders.
  - 2. Value of work completed to date.
  - 3. Less five percent (5%) retainage based on the submittal of the Final Housing Inspection and Lien Release
  - 4. Less previous payments.
  - 5. Current amount due.
- b. Contractor, upon request of CM, shall substantiate the request with invoices or vouchers or payrolls or other evidence including compliance with federal prevailing wage laws.
- c. Prior to submitting the first request, Contractor shall prepare for CM a SOV showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to Contractor and subcontractors. Contractor shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier.
- d. When payment is made on account of stored materials and equipment, such materials must be stored on the homeowner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the homeowner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with Contractor regardless of ownership title. Such stored materials and equipment shall not be removed from the homeowner's property.



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

#### **ARTICLE 14 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT**

- a. Within five (5) days from receipt of request for payment from Contractor (or other date set by Contractor, CM and NCORR), Contractor shall issue and forward to CM a Final Housing Inspection and Lien Release. This release shall indicate the amount requested by Contractor. If the release is not approved by CM, CM shall state in writing to Contractor and the owner the reasons for withholding payment.
- b. No release issued or payment made shall constitute an acceptance of the work or any part thereof until issuance of a certificate of occupancy issued by AHJ, and until CM and NCORR closeout the contract (warranties and guarantees shall remain in effect after contract closeout). The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the homeowner, CM and/or NCORR except:
  1. Claims arising from unsettled liens or claims against Contractor.
  2. Faulty work or materials appearing after final payment.
  3. Failure of Contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
  4. As conditioned in the performance bond and payment bond.
- c. Contractor shall forward to CM and NCORR the final application for payment along with the following documents:
  1. List of minority business subcontractors and material suppliers showing breakdown of contract amounts and total actual payments to subs and material suppliers.
  2. Affidavit of Release of Liens and Final Housing Inspection and Lien Release.
  3. Affidavit of contractors of payment to material suppliers and subcontractors.
  4. Consent of Surety to Final Payment.
  5. Certificates of state agencies required by state law.

#### **ARTICLE 15 - PAYMENTS WITHHELD**

- a. CM with the approval of State Construction Office and NCORR may withhold payment for the following reasons:
  1. Faulty work not corrected.
  2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
  3. To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- b. When grounds for withholding payments have been removed, payment will be released.

#### **ARTICLE 16 - MINIMUM INSURANCE REQUIREMENTS**

CM shall require Contractor to have the same insurance types, coverages and limits required of CM



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

with the same terms and conditions regarding proof insurance. In addition CM shall require Contractor to provide the following additional insurance:

a. **Property Insurance (Builder's Risk/Installation Floater)**

Contractor shall purchase and maintain property insurance until final acceptance, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, Contractor, the subcontractors and sub-subcontractors in the work and shall insure against the perils of fire, wind, rain, flood, extended coverage, and vandalism and malicious mischief. If the owner is damaged by failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto; Contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

b. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by Contractor.

#### **ARTICLE 17 - PERFORMANCE BOND AND PAYMENT BOND**

- a. NCORR will direct the CM to withhold retainage as per state statutory requirements. CM shall require each Contractor to furnish a payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications.
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

#### **ARTICLE 18 - CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the Contractor on account of the contract shall not become due until Contractor has furnished to CM, NCORR and homeowner an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his contract have been satisfied, and that no claims or liens exist against Contractor in connection with this contract. In the event that Contractor cannot obtain similar affidavits from subcontractors to protect Contractor and the Owner from possible liens or claims against the subcontractor, Contractor shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (Contractor's) knowledge, and if any appear afterward, Contractor shall save the owner harmless.

#### **ARTICLE 19 - USE OF PREMISES**

- a. Contractor shall confine its equipment, the storage of materials and the operations of its workmen to limits indicated by law, ordinances, permits or directions of AHJ, CM, NCORR and homeowner and shall not exceed those established limits in his operations.
- b. Contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. Contractor(s) shall enforce CM's, NCORR's and homeowner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages, or drugs (other than those prescribed by a

RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

physician) will be permitted at the job site.

#### **ARTICLE 20 - CUTTING, PATCHING AND DIGGING**

- a. Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No Contractor or subcontractor shall endanger any work of Contractor or subcontractor by cutting, digging or other means. No Contractor shall cut or alter the work of any other Contractor without the consent of the designer and the affected Contractor(s).

#### **ARTICLE 21 - UTILITIES, STRUCTURES, SIGNS**

- a. For reconstruction work, Contractor shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer and other utility services which may be necessary and required for completion of the project including all utilities required for testing, cleaning, balancing, and sterilization of designated plumbing, mechanical and electrical systems. Any permanent meters installed shall be listed in the Contractor's name until work has a final acceptance. Contractor will be solely responsible for all utility costs prior to final acceptance. Contractor shall contact all affected utility companies prior to bid to determine their requirements to provide temporary and permanent service and include all costs associated with providing those services in their bid. Coordination of the work of the utility companies during construction is the sole responsibility of Contractor. For rehabilitation work, Contractor shall provide all the foregoing if the home will be unoccupied during construction. If occupied, CM, Contractor and homeowner will have to reach an agreement as to apportionment of utilities, which must be included in the contract before rehabilitation starts.
- b. Meters shall be relisted in the homeowner's name on the day following final acceptance, and the homeowner shall pay for services used after that date.

#### **ARTICLE 22 - CLEANING UP**

- a. Contractor shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer or CM. Contractor shall provide an onsite refuse container(s) for the use of all contractors. Contractor shall ensure removal of rubbish and debris from the building on a daily basis. Contractor shall broom clean the building as required to minimize dust and dirt accumulation.
- b. Contractor shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, each contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the homeowner, with no cleaning required by the homeowner.

#### **ARTICLE 23 - GUARANTEE**

- a. Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12)



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the owner.

- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. Contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.
- c. Additionally, the homeowner may bring an action for latent defects caused by the negligence of Contractor which is hidden or not readily apparent to the homeowner or CM at the time of final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

#### **ARTICLE 24 - MINORITY BUSINESS PARTICIPATION**

GS 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix E are hereby incorporated into and made a part of this contract.

#### **ARTICLE 25 – CONTRACTOR EVALUATION**

Contractor's overall work performance on the project shall be fairly evaluated in accordance with the the performance matrix used by the CM for determining future allocation of work under the HRP Program. The document, *Contractor Evaluation Procedures*, is hereby incorporated and made a part of this contract. The owner may request Contractor's comments to evaluate the designer. CM and NCORR will evaluate Contractor's performance.

#### **ARTICLE 26 – GIFTS**

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, CM, Contractor and subcontractors are prohibited from making gifts to any employees of NCORR, and/or any other State employee from any other State Agency that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

#### **ARTICLE 27 – AUDITING-ACCESS TO PERSONS AND RECORDS**

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to CM's and Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. NCORR's internal auditors shall also have the right to access and copy CM's and Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify



RFP Number: 19-RFP-014582-WAX

Offeror: AECOM Technical Services of North Carolina, Inc.

accounts, accuracy, information, calculations and/or data affecting and/or relating to CM's and Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from CM, NCORR and/or homeowner.-

## ARTICLE 28 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act ("NCFCA"), N.C. Gen. Stat. § 1-605 through 1-618, applies to this Contract. Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA "is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim." (Section 1-605(b).) Contractor's liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:-

- A "claim" is "[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded." (Section 1-606(2).)
- "Knowing" and "knowingly" – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. – "Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ..." (Section 1-607(a)(1), (2).)
- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

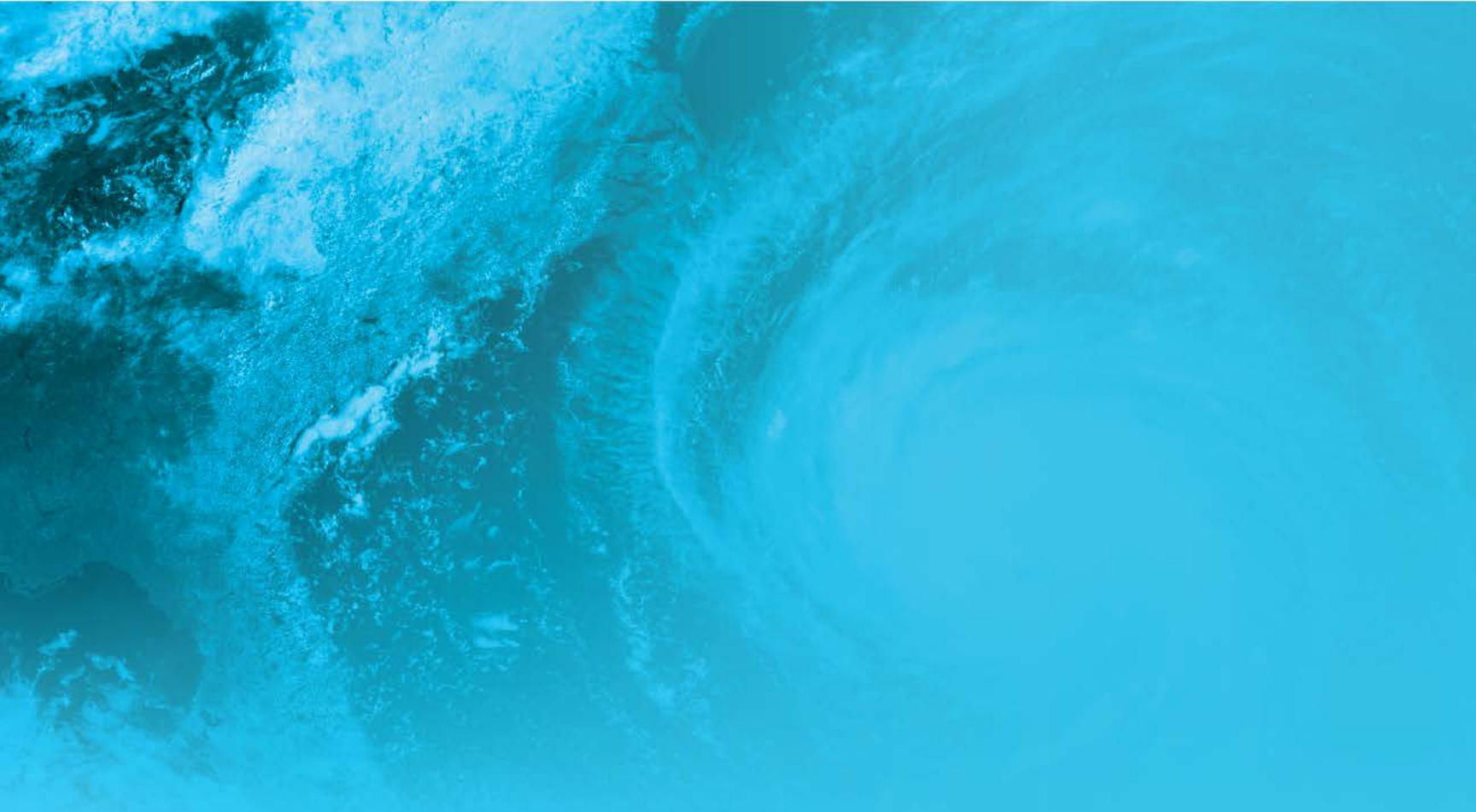
Finally, the contracting state agency, institution, university or community college may refer any

*RFP Number:* 19-RFP-014582-WAX

*Offeror:* AECOM Technical Services of North Carolina, Inc.

suspected violation of the NCFCA by Contractor to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)





# Section VI

Miscellaneous



## Attachment 1



## Standard Operating Procedures

### SOP-002 Management Plan

#### 1.0 Tishman Team

See separate Tishman Staffing Organization Chart which delineates the teams' reporting relationships. Following are brief descriptions, roles and responsibilities of the principal titles and the staff assisting them.

##### Program Executive

Program Executive is responsible for the overall policy and operation of the team. Assisting the Program Executive is the Project Coordinator (part-time), and other TCC personnel.

##### Project Executive

Project Executive is responsible for the operations of the team. Assisting the Project Executive are Design Group (AECOM), Assistant Project Manager, Project Accountant, Asst Project Accountant, Office Manager, Office Administrator, various Directors, Expeditors, Schedulers (PMX), and Site Safety Manager.

##### Project Director

Project Director is responsible for the operation of the field staff (Asst Project Director, Sr Project Managers, Sr. Super, Super/Inspectors, Asst Project Managers, and Office Engineer/Admin).

##### Procurement Director

Procurement Director is responsible for the preparation of bid packages and the bidding process. Assisting the Director are Contract Manager and Procurement Compliance Manager.

##### Project Controls Director

Project Controls Director is responsible for the organizing, archiving and distribution of project documentation. Assisting the Director are Project Controls Manager and CMS Interface.

### **M/WBE Outreach Director**

M/WBE Outreach Director is responsible to implement, track and report on the project's M/WBE participation requirements. The Director is also responsible to do Outreach to communities and local officials. Assisting the Director are M/WBE Outreach Coordinator, Compliance, MWBE Hiring Manager, and Homeowner Coordination Manager.

DRAFT

## Standard Operating Procedures

### SOP-003 Training

#### 1.0 Procedure

##### 1.1 DDC Sponsored Training

DDC will provide training for all TCC participants in the program.

Initial DDC training for every TCC participant is mandatory and consists of:

- CMS Training (DDC's data management system required to be used by TCC for data & document archiving)
- Program Overview Training also known as NYC Build it Back Boot Camp
- Minimum Program Standards Training (Program design guidelines)

##### 1.2 TCC Sponsored Training

TCC will regularly provide training to new and current staff. All staff will be up to date on the latest Program Policies, Minimum Program Standards, Design Guidance, and DDC issued design and construction directives. In addition TCC will train staff on use of all internal software systems and standard operating procedures.

TCC will provide training as required to assist TCC personnel in performing and conducting the work in the most efficient and effective way possible. Safety training will be provided as required (See SOP-010 Site Safety).



## Standard Operating Procedures

### SOP-004 Project Office

#### 1.0 Procedure

##### 1.1 General

- (1) Throughout the term of the TCC/DDC Contract, subject to the payment provisions of the Fee Form included in Exhibit A of the TCC/DDC Contract, TCC shall be required to provide and maintain a Project Office, dedicated to the activities of personnel in connection with Projects assigned under the TCC/DDC Contract, and including up to 20 City personnel. Such Project Office shall be in accordance with the requirements set forth in Exhibit D of the TCC/DDC Contract. The Project Office shall be located within the assigned borough at a location acceptable to the Commissioner.
- (2) Cost is included in Schedule A of the TCC/DDC Contract.
- (3) Ownership of Components: In the event the TCC elects to purchase any of the components of the Project Office to be provided hereunder, such components shall remain the sole property of TCC.
- (4) Risk of Loss: The entire risk of loss with respect to the Project Office shall remain solely and completely with TCC. TCC shall be responsible for the cost of any insurance coverage determined by TCC to be necessary for the Project Office.
- (5) Replacement: In the event the Project Office or any component(s) thereof is lost, damaged, or determined by the Commissioner to be defective or noncompliant with the requirements set forth in Exhibit D of the TCC/DDC Contract, TCC shall be responsible, at its sole cost and expense, to replace such component(s) within two weeks from the date of such loss or damage, or written notice from the Commissioner that the component is defective or noncompliant.
- (6) Compliance: The Project Office provided by TCC in accordance with Exhibit D of the TCC/DDC Contract shall comply with all applicable federal, state and local laws, rules and regulations, including without limitation, the New York City Building Code.



(7) **Project Office Requirements:** The required Project Office shall be sufficient in size to accommodate all personnel assigned to the Project. The Project Office shall have sufficient toilet facilities for all assigned personnel.

(8) **Utilities:** TCC shall be responsible for providing all necessary utilities for the Project Office, including without limitation, water, heat, air conditioning, electricity and telephone service. Cellular telephone service shall include both incoming and outgoing calls.

(9) **Maintenance Services:** TCC shall be responsible for providing all cleaning and maintenance services in connection with the Project Office, including without limitation maintenance of equipment.

(10) **Office Supplies:** TCC shall be responsible for providing all office supplies, including without limitation, pens, pencils, stationery, filtered drinking water and sanitary supplies.

(11) **Office Furniture and Equipment:** The Project Office provided by TCC shall include the offices, furniture, accessories and equipment specified below. All items and /or equipment furnished hereunder shall be in excellent condition and functioning properly. All equipment furnished hereunder shall be the most current model.

(a) Office furniture, cubicles and/or desks for all personnel assigned to the Project

(b) Shared private office for the Project Manager and Assistant Project Manager.

(c) Conference room for at least twelve (12) people.

(d) Flex type multi line telephone system, including modem and fax lines with voice mail

(e) One (1) high volume copier (50 copies per minute)

(f) One (1) fax machine

(g) Minimum of four (4) networked computers, plus file server and all associated computer software, in accordance with Paragraph 13 below

(h) Minimum of one (1) heavy duty laser printer

(i) Mobile communication system (cellular telephones or two way radios) for all personnel assigned to the Project

(12) **File Transfer Protocol Site:** TCC shall furnish a File Transfer Protocol (FTP) site for the exchange of electronic project data. The FTP site shall include the ability to create multiple secure folders with unique usernames and access passwords. The storage capacity of the FTP site shall be a minimum of 300 megabytes. It shall be accessible using either Microsoft Windows or Apple Macintosh operating systems. TCC shall verify and ensure that the FTP site is compliant with the "client" security and network access restrictions.



(13) Requirements for Computer Equipment: Any personal computers ("PCS") required in Exhibit D of the TCC/DDC contract must meet the following specifications.

(a) Personal Computer(s) – Workstation Configuration

(1) Acceptable Models: Dell, Gateway, Toshiba, HP, IBM, or an approved equal. (Note: an approved equal requires written approval of the Assistant Commissioner of IT.)

(2) Processor: Pentium i5 or i7

(3) System RAM: 8GB SDRAM or DDR

(4) Hard Disk Drive(s): 500GB (Gigabytes) or larger.

(5) CD-RW: Internal CD-RW, 48x Speed or faster.

(6) 16xDVD+/-RWDVD Burner (with double layer write capability) 16x Speed or faster

(7) I/O Ports: Must have at least one (1) Serial Port one, (1) Parallel Port, 2 USB Ports. Serial Ports must consist of UART 16550 Chip or better.

(8) Video Display Card: PCI Interface with a minimum of 1GB of RAM.

(9) Monitor: 17" TFT LCD monitor.

(10) Available Exp. Slots: System as configured above shall have at least two (2) full size PCI Slots available.

(11) NA

(12) Other Peripherals: Optical scroll Mouse, 101 Key Keyboard, Mouse Pad and all necessary cables.

(13) Software Requirements: Microsoft Windows Professional Windows 7, Microsoft Office 2012 or higher Professional; Microsoft Project 2012 or higher Professional, Adobe Acrobat Professional, Anti-Virus with one year updates subscription, Auto Cad 2014.

(b) Computers shall be provided with the following:

(1) One (1) broad-band internet service account. This account will be active for the life of the project.

(2) One (1) 600 DPI HP Laser Jet Printer (twelve (12) pages per minute or faster) with one (1) Extra Paper Tray (Legal Size).

(3) All necessary Cabling.

(4) Storage Boxes for and Blank CDs/DVDs.

(5) Printer Table.

(6) UPS/Surge Suppressor combo.

(c) All Computer Hardware shall come with a three (3) year warranty for on-site repair or replacement. Additionally, and notwithstanding any terms of the warranty to the contrary, TCC is responsible for rectifying all computer problems or equipment failures within one (1) business day.

- (d) An adequate supply of blank CD's/DVD's, and paper and toner cartridges for the printer shall be provided by TCC, and shall be replenished by TCC as required.
- (e) It is TCC's responsibility to ensure that electrical service and phone connections are also available at all times.
- (f) Broadband connectivity is preferred at each field office location. Please take into consideration that an extra phone line dedicated to the modem must be ordered as part of the contract unless Internet broadband connectivity, via Cable or DSL, is available at the planned field office location.

DRAFT

## Standard Operating Procedures

### SOP-005 Insurance

#### 1.0 Procedure

##### 1.1 Contract Requirements for Design Sub-consultant Insurance

Refer to the TCC/DDC Contract article 9.3.9 for insurance requirements of design sub-consultants.

##### 1.2 Contract Requirements for Tishman and Sub-contractors Insurance including Contractor Controlled Insurance Program (CCIP)

Refer to the TCC/DDC Contract articles 23 and 71 for insurance requirements of Tishman and its subcontractors.

TCC is providing CCIP for Tishman and construction contractors. All other subs to TCC will provide their own insurance.

#### ATTACHED FORMS

CCIP Instruction to Bidders

CCIP Bid Form

CCIP Notice of Award Form

CCIP Procedures Manual



## Standard Operating Procedures

### SOP-006 Project Workflow

#### 1.0 Procedure

##### 1.1 Overall Program Workflow Chart

Workflow charts for Elevation, Rehabilitation and Reconstruction has been developed and issued by DDC. This workflow will be used throughout the program to identify the steps and milestones required to perform the work. These steps and workflows can be adjusted per direction from DDC.

##### 1.2 Tishman Workflow Chart

TCC has incorporated the DDC issued Workflow charts into the project schedules condensing the workflow to logical steps and critical milestones of the design and construction process. There are 5 schedules representing the following pathways:

1. Rehabilitation
2. Elevation (No DEC approval required)
3. Elevation (DEC approval required)
4. Reconstruction (No DEC approval required)
5. Reconstruction (DEC approval required)

TCC will utilize these project schedules as the primary tool to monitor and track individual homes in relation to the pathways and workflows.

At DDC's formal request by the Commissioner's representative, adjusted workflows, priorities, and milestones will be incorporated in to the weekly project schedules, as well as requisitions for payment.



## Standard Operating Procedures

### SOP-007 Project and Schedule Status Reporting

#### 1.0 Procedure

##### Project Reporting

TCC is required to record, track, manage and report on a bi-weekly and monthly basis the key milestones of all projects assigned according to a uniform reporting structure set forth by DDC.

##### CMS and the System of Record

TCC is required to utilize, and directly enter project data into CMS which allow information to be recorded in a timely and transparent manner to ensure the integrity and timeliness of project data. TCC will utilize the latest available CMS trainings, CMS Data Dictionaries, and HRO issued CMS Job Aids to meet the data entry needs of DDC. TCC will also utilize CMS for documents to be uploaded for the timely retrieval and review by HRO and DDC staff.

##### TCC Project Data

To meet the needs of the Project's and DDC's requests for metrics and reporting, TCC has developed its own internal data and document management system. This will be utilized by all TCC staff to house project related data and documentation. This will supplement the limited availability of certain data fields in CMS and will be reported to DDC or HRO as requested and required.

## Standard Operating Procedures

### SOP-008 Project Meetings

#### 1.0 Procedure

##### 1.1 General

TCC will be required to schedule and conduct meetings with representatives from DDC, HRO, with its own staff, sub-consultants, other City agencies, and homeowners. TCC will also schedule and conduct meetings with regulatory agencies and any other entities or individuals including other Program vendors involved as directed to advance the project in a timely fashion.

TCC will produce agendas when required. TCC will develop and have available during the meeting a sign in sheet. TCC will produce meeting minutes and distribute to interested parties. Meeting minutes and sign in sheets will be filed and documented in TCC's record keeping system and when applicable, the CMS system.

##### 1.2 Homeowner Meetings

Meetings with homeowners will be recorded in TCC's data management and record keeping system, Unifier, as well as CMS. All outreach attempts to schedule meetings with homeowners will also be logged in Unifier and CMS. Utilizing DDC/HRO's requested Unresponsive Standard Operating Procedure, all calls will be documented and attempted before referring a homeowner to Customer Service for being unresponsive.

Upon successful scheduling of meetings with homeowners, the scheduled meeting, visitor logs and results from the meetings will also be input in to Unifier and CMS. Meeting minutes will be recorded and appropriately filed in TCC's record keeping system.

##### 1.2.1 Pre-Design Meetings

Pre-Design meetings are conducted during the scoping and design phase. Representatives from TCC, AECOM design, sub-consultants, and asbestos inspectors are present. The asbestos inspectors conduct an asbestos and lead test in the home. The homeowner is present throughout the meeting and prior to



the meeting commencing has signed a Right of Entry form. Photos are taken, samples collected, and any other information needed during the visit is gathered. The visitor log and ROE are recorded in both Unifier and CMS. Upon completion of the predesign meeting, AECOM Design prepares a field report which will be utilized in the scoping and design phase.

### 1.2.2 Design Consultation Meetings

Design Consultation meetings are utilized to go over schematic designs with the homeowner and finalize any material or finishing choices the homeowner has. These meetings will be recorded in Unifier and CMS as well as submitted via a daily calendar to TCC, AECOM Design, DDC and HRO. Representatives from AECOM Design and TCC will be present for the meeting. HRO and/or DDC representatives will also attend the meeting. All attendees will sign the Design Consultation checklist which will list all attendees of the meeting. At the conclusion of the meeting, all meeting documents are collected along with the schematic designs and copies are provided to those that have requested them. In the event a homeowner successfully signs their schematic design, they proceed to their Grant Agreement meeting that same day (more details below). In cases where the homeowner signs with revisions, those revisions are taken by AECOM design to be incorporated and to the extent the homeowner is ok to proceed to their Grant Agreement, they will. If not, they will request to see the revised plans in order to sign again (generally, at a Grant Agreement meeting scheduled for a later time). In the event a homeowner does not sign off on their schematic designs, for reasons that may include: the homeowner would like additional time to think about the designs or would like to work with DDC/HRO to address any concerns. All meeting results and next steps are recorded in CMS and Unifier.

#### 1.1.1 Grant Agreement Meetings

Either in conjunction with the Design Consultation meeting, as described above, or in a standalone meeting, the homeowner will meet with HRO personnel to sign a Grant Agreement. By this signature, the homeowner indicates his/her intention to comply with all relevant program guidelines and regulations before, during, and for a specified period after construction activities have been completed. At meetings scheduled as joint Design Consultation/Grant Agreements, AECOM Design personnel will be present, as described above. AECOM Design personnel will also be available for all standalone Grant Agreement meetings, if requested by the homeowner and/or HRO. In this capacity, they will answer outstanding questions related to the design the homeowner has approved.

Standalone Grant Agreements are to be scheduled by HRO personnel upon resolution of design issues raised by homeowner during the Design Consultation. Barring extraordinary circumstances, which may include consultation of HRO and/or DDC for site-specific MPS questions, turnaround should be less than one week.



### 1.1.2 Pre-Construction Walkthroughs

Either in conjunction with the Design Consultation meeting, as described above, or in a standalone meeting, a walkthrough of the home with the assigned Contractor (as a lump-sum awarded contractor or JOCS assigned contractor depending on the DDC directed workflow in place for the home), AECOM Design, and TCC Project Manager will walk the job in the home. All attendance will be documented and meeting minutes will be taken. Documentation from the walkthrough will be recorded in the Unifier system and on file at the Project Office.

### 1.1.3 Key Turnover Meetings

The purpose of the Key Turnover Meeting is to confirm with the homeowner the move-out of all possessions from the home, formally turnover the keys to the home to TCC, and document all existing conditions in the home prior to the commencement of construction. This will be accomplished through an in-person meeting and walk-through of the home with the homeowner, TCC and in some cases a member of DDC. Required documentation for these meetings include: A Key Release Form, an Existing Condition Attendee Form to account for all attendees and an Existing Condition Assessment Form signed by TCC and the homeowner.

Confirmation with the homeowner that the property has been vacated will be accomplished by the Homeowner Coordinating Manager calling the homeowner 24 hours after their scheduled move-out date and confirming all possessions have been removed from the home. Once confirmation is received, the Key Turnover meeting will be scheduled.

The TCC PM will walk through the home and document existing conditions in the home and noting them on the Existing Conditions Assessment Form. It will be made clear to the homeowner that these conditions are not the responsibility of TCC during construction. Once the walk through is complete, the TCC PM and the Homeowner will initial each item discussed. The homeowner will fill out the Current Address portion of the form in order to receive a copy of the completed form in the mail. TCC and the Homeowner will sign the form upon completion. Finally, upon completion of the walkthrough TCC will present the Key Release Form to be signed by the homeowner and the TCC PM. Keys will be handed to TCC in the presence of a representative from DDC along with the form.

TCC will bring all three forms to the Project Office for filing along with copies to be prepared to mail to the homeowner for his/her records. The keys will be placed in a locked safe in the Project Office.

### 1.1.4 Key Return Meetings

The purpose of the Key Return meeting is to return the keys of the home to the homeowner for safe occupancy. The meeting will be attended by the TCC Project Manager, DDC representative, and the homeowner. A Key Return form will be signed by the homeowner, DDC, and the TCC Project Manager.



In the event of a DDC requested homeowner Move-in prior to receipt of Certificate of Occupancy or Letter of Completion issued by NYC DOB, TCC will notify DDC promptly of what is outstanding and what is required to facilitate a Certificate of Occupancy or Letter of Completion from NYC DOB. At the point the Homeowner is directed to move in by DDC prior to receipt of a Certificate of Occupancy or Letter of Completion, TCC is no longer responsible for any furnishings, belongings, personal affects, pets, or persons; entering into or being put in place at the home from the date of Key Turn Return. Furthermore, any alterations made to the home after the date of Key Return meeting that impact the ability of TCC or the Subcontractor to obtain a NYC DOB Certificate of Occupancy will not be the responsibility of TCC

#### Attachments

Key Return form

## Standard Operating Procedures

### SOP-009 Work Orders

#### 1.0 Procedure

##### 1.1 Work Order Release

TCC/DDC Contract, Exhibit A, Task A.2 states: The Commissioner shall, by written Work Order(s), assign to the CM and their Design Consultant(s) a list or lists of impacted Homes for the performance of required services. All Homeowners must be found eligible, sign a pathway selection agreement, and pass the program's Quality Assurance review before they will be assigned by written Work Order to the CM. DDC issues TCC a Work Order via email.

##### 1.2 Work Order Acceptance

Once TCC receives the written Work Order from DDC, TCC and Design Team review the Work Order and sends back to DDC an acceptance email listing any questions or issues and will include a list of homes that are unable to proceed with. Any issues will immediately be documented by TCC in its data management tracking system, Unifier and CMS.

##### 1.3 Work Order Tracking

###### 1.3.1 Schedule

TCC/DDC Contract, Article 8.1 states: To enable the Work to be performed in an orderly and expeditious manner, the Contractor, within twenty (20) calendar days after being issued a Work Order, unless otherwise directed by the Commissioner, shall submit a proposed progress schedule for the assigned Work. The progress schedule shall indicate the information specified below:

- 8.1.1 The anticipated time of commencement and completion of each of the various operations to be performed;
- 8.1.2 The sequence and inter-relationship of each these operations with the others;
- 8.1.3 The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the work.



8.2 The proposed schedule shall be revised as directed by the Commissioner's Representative, until finally approved by him, and after such approval, shall, subject to the provisions of Article 17, be strictly adhered to by the Contractor.

### **1.3.2 Progress**

TCC Project Managers receive bundles of homes from a DDC issued Work Order. They are responsible for seeing the home through each phase and ultimately to final acceptance and completion. Project Managers will follow up with the Homeowners within his or her assigned bundles to schedule the first homeowner meeting at the home, the Pre-Design meeting. All scheduled meetings and homeowner interaction will be recorded in Unifier and CMS.

TCC bundles the applications within the work order in a way that best fits the needs of surveyors, boring contractors, and other sub-contract agreements. These bundles are subject to change and re-prioritization by DDC representatives. In some cases, Work Orders are assigned with previously assigned Home Applications that were removed and re-issued. In these cases, TCC carefully reviews where the Home Application left off in order to expedite the progress of the Home Application to the next phase.

In some cases, Home Applications are assigned in a Work Order to proceed with Design services only. TCC monitors these Home Applications alongside its Design team the successfully deliver of Scoping and Design services.

### **1.4 Work Order Issues Process**

Where there are issues with a home preventing further action, TCC will notify DDC through CMS and via email of said issue. All homes communicated as on hold and in delay will be closely monitored by TCC through resolution. This will be communicated formally to the Commissioner's representative on a weekly basis via letter submission. DDC will inform TCC of the resolution or in some cases, formally remove the Home Application from Work Order.

### **1.5 Work Order Removal**

Formal removal from the Work Order will be communicated to TCC by the Commissioner's Representative. All work will cease on the home as of the date the Commissioner's representative notified TCC.

The DDC Commissioner's representative and other members of DDC also communicate to TCC when to stop working on a home as a result of changed circumstances. These are tracked as "pending removal from work order homes". In these cases, DDC communication is ahead of the formal Commissioner's Representative memo and serves to stop additional



work on a home. These are closely tracked and monitored by TCC through a weekly On Hold and In Delay report submitted to DDC. This is to keep the Home Application still in a Work Order on each party's radar.

DRAFT

## Standard Operating Procedures

### SOP-011 Security

#### 1.0 Badging

TCC to provide project ID badges for all staff.

Construction contractors will be required to provide badging for all on site personnel including construction subcontractor personnel. Any staff meeting with homeowners will have the TCC issued badge visible at all times.

In the event of a personnel's termination or resignation from the DCC/TCC Contract, the badge will be immediately turned in to the on-site Supervisor and ultimately to the Project Office.

#### 2.0 Site Security

Construction job sites must have a Construction fence, lockable gates and security for the duration of construction.

The only visitors allowed inside the job site are project staff, City representatives and homeowners with proper identification. Visitors will only be allowed on site when escorted by the contractor and project staff member. No team member may be alone with homeowner unless there are a minimum of 2 people to escort the homeowner. Homeowners will be required to show government issued photo ID.

#### 3.0 Field Office Security

No one, other than approved TCC staff, is allowed to be in the TCC office without an escort. All visitors must have proper identification and must check in with the TCC reception desk.

## Standard Operating Procedures

### SOP-012 Homeowner Interaction

#### 1.0 Policy Section Statement

Staff members responsible for these interactions are trained on program policy, procedure and process. It is the goal of those interacting with the applicants to make every interaction as informative and positive as possible. Homeowner interactions are recorded in TCC's data management and record keeping system, Unifier, and CMS.

#### 2.0 Procedure

##### 2.1 General Requirements

The following information applies to all communications with applicants when making contact to schedule the various appointments required to move an applicant through the Build it Back program.

##### 2.1.1 Required Documentation

The Right of Entry Form (ROE) will be required to be signed by Homeowner prior to staff entering the property. If the ROE is not in the system, during the pre-design meeting introductory telephone call, staff is to remind applicants that signing of ROE form will be required at the site visit.

##### 2.2 Coordination with Homeowners

TCC will work with DDC to meet the needs and expectations of Homeowners. TCC will promptly respond to homeowner inquiries and the scheduling needs of homeowners.

##### 2.3 Customer Service and Customer Satisfaction

TCC will work closely with DDC to perform the highest level of customer satisfaction. TCC will require direct interactions with Homeowners during scoping and design, construction, close out, and throughout the one year warranty period, and will be required to record these interactions and



statuses in both Unifier and the CMS system. TCC will receive customer service referrals from DDC and respond promptly. TCC will use DDC applicant feedback to identify changes needed in the design/construction process in order to achieve better performance. Customer satisfaction shall be measured through validated customer complaints, feedback and surveys.

## **2.4 Homeowner Communication**

### **2.4.1 In-Person Inquiries**

In-person inquiries should first be directed to the TCC reception desk or the Homeowner Coordination Manager. If appropriate and available, the assigned Project Manager can also be contacted. If the inquiry is unable to be answered satisfactorily, it should then be escalated to the Senior Project Manager. If the above staff is unable to answer the inquiry, the issue should be brought to the attention of the appropriate personnel and documented for follow up if the appropriate personnel is unavailable. In all cases, the inquiry should be recorded in both CMS and Unifier.

### **2.4.2 Telephone Etiquette**

When available, use of telephone scripts developed for the purpose of the phone call will be utilized. Staff will generally adhere to the basic format below: "This is (name), how may I assist you today?" or "This is (name) and I am calling from Tishman on behalf of NYC Build it Back"

Verify the caller's identity.

Check the Application ID, the caller's name and the property address.

### **2.4.3 Email Etiquette**

In order to ensure that the quality of e-mail communication is high, staff should adhere to the email procedures etiquette outlined below:

- Answer emails quickly and promptly.
- Fill in the "Subject" line.
- Double check the "To" email address to insure you are sending to the correct applicant.
- Include your email signature block/contact information.
- Do not discuss private concerns and issues.
- Use a formal, professional tone – address applicants as Mr. or Ms.
- Keep e-mails formal and professional



- NOTE: Only field personnel should be copied on applicant-related e-mails. Do not copy DDC staff on e-mails without expressed permission from TCC or DDC.

#### **2.4.4 Homeowner Meetings**

All staff conducting meetings with Homeowners will arrive on time and conduct themselves professionally. In the event a meeting or scheduled inspection, survey, or other arrangement needs to be cancelled, the homeowner will be promptly notified. Any homeowner meeting cancellations will be promptly recorded in CMS and via the daily pre-design and design consultation meeting calendars that are distributed to DDC/HRO.

#### **2.5 Press Inquiries**

All staff is required to complete a Non-Disclosure Agreement (NDA). If a staff member receives a press inquiry relating to the Program, the inquiry should be immediately escalated to the Project Executive. The Project Executive will collect the information and the inquiry from the credentialed press and immediately notify DDC staff. Should any staff member receive an inquiry via phone or email, the information should immediately be forwarded to the Project Executive and on to the DDC staff, who will then also escalate further as necessary.

#### **2.6 Customer Service and Customer Satisfaction**

TCC will work closely with DDC to perform the highest level of customer satisfaction. TCC will require direct interactions with Homeowners. Homeowner interactions will be required to be recorded in the CMS system. TCC will receive customer service referrals from DDC and respond promptly. Please refer to the attached Customer Service Satisfaction Plan for more details.

#### **2.7 Emergency Services**

Should critical life safety issues related to Sandy damage arise, DDC will issue directive to TCC for inspecting and ensuring that critical life safety issues in the Home are repaired on an emergency basis in compliance with Minimum Program Standards in Exhibit I of the TCC/DDC contract. TCC will set up an after-hours point of contact person (weekdays between 5pm-9am and 24/7 on weekends/holidays) to be on-call to respond to DDC-related emergency calls. Upon receiving such a call or a notification during regular business hours, the TCC will dispatch an emergency team to assess the situation. Examples of emergency repairs include, but are not limited to, a lack of heat/hot water, frozen pipes, and/or minor roof repairs threatening life/safety. TCC will share its

findings and repair scope of work with the DDC and the DDC program lead will approve/reject/modify the recommendations for the emergency repairs and authorize an emergency work order prior to repair commencement within 24 hours.

#### **ATTACHED FORMS**

Applicant Survey Form (draft issued by HRO through DDC to TCC)



## Standard Operating Procedures

### SOP-015 Request for Information

#### 1.0 Procedure

##### 1.1 Purpose

The purpose of this procedure is to define the system for addressing requests for information (RFI) from construction contractors at a field site during construction. This procedure ensures that RFIs are processed in a controlled and consistent manner.

##### 1.2 Documentation

Standard RFI form and RFI log shall be used and maintained by TCC all responses and logs will be saved in TCC's Unifier system.

##### 1.3 Responsibilities

TCC is responsible for the administration of RFIs including the maintenance of documentation, processing, tracking, follow up, tracking response time and distribution as required.

A design engineer provides timely support to the disposition of RFIs. Engineering personnel shall maintain documentation necessary to document the analysis and resolution of RFIs.

##### 1.4 Procedure

Upon receiving an RFI from the contractor, the PM shall:

- Stamp, number and log the RFI, in accordance with the project requirements.
- Review the RFI and determine the importance and schedule requirements of the request. This review should consider the current construction activities, schedule, etc. All reviews shall be completed within five (5) workdays, or as specified in the contract.
- Assign a completion/return date for the RFI. The date for return to the contractor should be set so as not to incur delays.
- The PM may address the request internally and/or forward the request to engineering.
- If the determination is made that the request must go back to engineering, they shall be contacted (phone call or e-mail preferred) and notified of the RFI. They shall be provided a

- copy of the RFI and made aware of any history associated with the RFI as well as the schedule for completion.
- The design engineer shall review the request and immediately begin to process it for resolution. Engineering shall review the RFI and perform a complete analysis documenting their methods and results. The response should be presented in a concise and straightforward manner with illustrations provided as necessary for clarifications. All RFI's shall have a peer review for quality and both the design engineer and PM shall sign the RFI.
  - Design engineer shall forward the RFI response to the PM and contractor providing all backup information, reference material, correspondence, cost and scheduling impacts, etc.
  - If the determination is made that the PM will answer the RFI, the PM shall forward the RFI response to the design engineer for immediate review and signature.
  - The resident engineer shall log and stamp the response upon receipt and forward it immediately to the contractor.
  - All RFI responses, dates of responses and transmissions, approvals and close out shall be logged in the RFI for tracking and record keeping purposes.

#### Verbal requests

The PM shall take steps to ensure that all verbal RFIs or verbal responses from the design engineer are formally documented and maintained as part of the project record.

#### ATTACHED FORMS

RFI Log

RFI Form



## Standard Operating Procedures

### SOP-019 Local Hiring Plan

#### 1.0 General

TCC is encouraged to work with local Community Based Organizations, pre-apprenticeship and apprenticeship programs, and voluntary groups engaged in rebuilding efforts. TCC must provide one full-time staff dedicated to daily tracking compliance with the Sandy Recovery Hiring Plan, set forth in Exhibit H of the TCC/DDC contract, to ensure the successful implementation of the Plan. The Contractor is required to develop and implement a Sandy Recovery Hiring Plan for low-income and very low-income persons, Sandy-impacted residents, minorities, and women in accordance with the provisions set forth below.

#### 2.0 Procedures

##### Section 3 and Local Hiring Plan Implementation--Non-PLA Hiring

##### Job Postings and Hiring

TCC as the Construction Manager for Queens Build it Back will ensure that the Contractors and Construction Service teams are aware of the Build it Back hiring requirements. TCC will also advise each Contractor and Construction Service team to comply with all applicable federal, state and local law including, but not limited to, the following:

- NYC Human Rights Law ("Laws"),
- New York State Department of Labor's prohibition on discriminatory content in job orders, and
- New York City EEO ("Equal Employment Opportunity") Policy.
- HUD Act of 1968

TCC will ensure that the Contractors and Construction Service teams engaged in the Queens Recovery Program will give Sandy-impacted and Section 3 resident's first priority to register for opportunities with the rebuilding effort by:



- ✓ Informing Sandy Recovery Workforce1 of all job opportunities arising from Build it Back
- ✓ Interviewing qualified applicants referred through Sandy Recovery Workforce1
- ✓ Reporting new hires to Sandy Recovery Workforce1 once confirmed; and
- ✓ Providing Sandy-impacted residents first priority to register for job opportunities not covered by the PLA; and
- ✓ Participating in community outreach events, including Build it Back Sandy Opportunity and Resource Fairs

### **Section 3 and Local Hiring Plan Hiring Plan Implementation—PLA Hiring**

TCC will ensure Hiring Plan implementation by:

- ✓ Ensuring compliance of all Build it Back General Contractors and their subcontractors, by providing those contractors with a written document laying out the goals of the Sandy Recovery Hiring Plan and their roles and responsibilities in implementing the Sandy Recovery Hiring Plan;

### **Hiring Plan--Labor Employed Under the BCTC Project Labor Agreement**

#### **Requesting Labor**

TCC will ensure that contractors and subcontractors will make all reasonable efforts to achieve requirements laid out in the Sandy Recovery Hiring Plan, including:

- ✓ Advising all contractors and subcontractors to request Section 3 workers and residents of designated Sandy-impacted zip codes from relevant BCTC signatory unions; and
- ✓ Advising all contractors and subcontractors to request qualified apprentices from relevant BCTC signatory unions -- with an emphasis on residents of Sandy-impacted zip codes and Section 3 individuals; and
- ✓ Advising all contractors and subcontractors to request Build it Back graduates from the following pre-apprenticeship programs:
  - Edward J. Malloy Initiative for Construction Skills
  - Nontraditional Employment for Women
  - NYC District Council of Carpenters Building Works
  - Helmets to Hardhats
- ✓ Working to fulfill minority and women hiring goals in compliance with Executive Order 11246 by:
  - Requesting qualified women workers from Nontraditional Employment for Women; and
  - Requesting qualified minority and women workers from BCTC signatory unions; and
  - Participating in HRO-led events to recruit union members residing in Sandy-impacted zip codes for Build it Back work.

### Workforce Recordkeeping Requirements

All Contractors & Construction Service teams must provide HRO with a Monthly Hiring Report by the fifteenth of every month for the prior month, tracking hiring daily hiring at the job sites, and will ensure that all necessary information from the CM and all of their contractors and subcontractors at all levels are included by:

- ✓ Ensuring the Monthly Hiring Report includes a fully completed Individual Employment Form; and
- ✓ Requiring that all General Contractors workforce reporting submissions reflect hiring daily at the jobs sites for all subcontractors.



## Standard Operating Procedures

# SOP-023 Environmental Compliance

## 1.0 Procedure

### 1.1 General

For each Home, a Preliminary Damage Assessment Reports determine whether or not a Home is Substantially Damaged and the applicable environmental impacts to that Home.

TCC's Design Team will develop and prepare a program-compliant scope of work including, but not limited to: (1) incorporating all required lead abatement, asbestos remediation, mold remediation and any other required environmental remediation into scope of work, including written descriptions and quantities and incorporate any other repairs as a result of an approved engineer or architect's report.

Per TCC/DDC Contract Exhibit B, Federal Requirements, Article 17: For agreements, subcontracts, and subgrants of amounts in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, et seq.) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act).

### 1.2 Remediation

The construction contractor is responsible for all filing, abatement and monitoring of any remediation activities. All reports are to be submitted to the CM for documentation into the project Record.



## Standard Operating Procedures

### SOP-024 Payments

#### 1.0 Procedure

##### 1.1 Contract Requirements

**1.1.1** Payment to Subcontractors: Payment by the Contractor to Subcontractors shall be in accordance with the provisions set forth below:

- (a) The Contractor shall pay all Subcontractors for and on account of Work performed by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the Commissioner, the Contractor shall submit satisfactory evidence that it has made such payment.
- (b) The Contractor shall include on each requisition for payment the following data: Subcontractor name, value of the subcontract, total amount previously paid to Subcontractor for work previously requisitioned, and the amount, to be paid to the Subcontractor for work included in the requisition. The Contractor shall use the form of requisition provided by DDC, and include the address, Borough Block and Lot, and Application number of each Home, with the costs delineated by Home.

**1.1.2** Responsibilities with respect to Subcontractor Payments:

- (a) Review all requisitions for payments submitted by the Subcontractor(s), including without limitation partial payments, payments for extra work, Substantial Completion and final payments.
- (b) Verify all estimates for payments of Work performed, computations, as well as field measurements and sketches necessary for payment purposes.
- (c) With respect to each requisition for payments submitted by the Subcontractor(s), determine the amount of liquidated damages, back charges or other deductions to be assessed.

- (d) Contractor's requisitions for payment for Work performed by Subcontractors, submitted in accordance with Article 42 hereof, shall be based upon and in accordance with Subcontractor requisitions for payment reviewed and approved by the Contractor.

**1.1.3 Reporting Subcontractor Payments in City's PIP system:**

- (a) Contractor is required to report in the City's Payee Information Portal (PIP) system the payments made to each Subcontractor within 30 calendar days of making the payment.
- (b) In order to use the PIP system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are available at [nyc.gov/pip](http://nyc.gov/pip). Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at [pip@fisa.nyc.gov](mailto:pip@fisa.nyc.gov).

**1.1.4 Subcontractor Payment Fund**

A Subcontractor Payment Fund (SPF) was created when the Second Contract Amendment for the Expedited Payment Program was executed and registered. The Expedited Payment Program purpose is to provide funding for requisitions received from subcontractors performing under the Construction Services Allowance. This program allows the requisition to be paid prior to being reviewed by the Engineer Auditing Officers (EAO).

A complete requisition with all corresponding backup (i.e. billing forms, certifications forms, certified payroll, sign in sheets, field reports, progress photos) is required to qualify. \*Note: As of August 7, 2017 changes were implemented by DDC whereby the backup documentation will be waived in lieu of a 5% retention applied only to the current billings. However, this retention amount will be released upon receipt of required backup documentation. This policy is currently slated to be in effect until October 31, 2017.

Only the following items qualify to be processed under the Expedited Payment Program

- Construction Milestone 1 thru 5
- EAO Approved Change Orders

**SUPPLEMENTS**

024-1 TCC/DDC Contract Payment Provisions  
024-2 TCC/DDC Contract Payment Provisions -Payment for Extra Work  
024-3 TCC/DDC Contract Payment Provisions –Payroll Reports



## Supplement 024-1

### TCC/DDC Contract Payment Provisions

#### ARTICLE 42 - PAYMENT TERMS AND CONDITIONS

##### 42.1 General

42.1.1 Total Payments: Total payments for all Work performed and all expenses incurred pursuant to this Agreement shall not exceed the amount set forth in Exhibit A.

42.1.2 Executory Only: This Agreement shall be deemed executory only to the extent of the moneys appropriated and available for the purpose of the Agreement and no liability or account thereof shall be incurred beyond the amount of such moneys. It is therefore understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

42.1.3 Allowances: In the event the allowance amounts described in this Article are not sufficient, as determined by the Commissioner, to cover the cost of the items of required Work for which Allowance amounts are specified, the City will increase the amounts of such Allowances.

42.1.4 Reallocation of Allowance Amounts: Notwithstanding the specific amounts allocated for Allowances, as set forth in Exhibit A, the Commissioner may, by issuance of a "No Cost Change Order" to the Contractor, reallocate such specific Allowance amounts within this Article 42.

42.1.5 This is not a fixed price lump sum contract. No fee or Payments will be earned or paid for any period of time after Final Completion of all Work. Payments will be made in a combination of milestone payment, fee for services payment, and hourly rates. The terms and conditions applicable to payment for all required services for the Project are set forth in this Article 42 and in Article 25 and 26 as applicable. Such payment categories directly correspond to Tasks identified in the Scope of Work and are identified below:

##### 42.2 Tasks

- Task A Construction Management Services and Task C Construction Procurement Services:
  - An Allowance in the amount set forth in Exhibit A is established for payment of Staffing Expenses in accordance with the provisions set forth below.
- Staffing Expenses (Annual Cost of professional staffing): monthly payment according to one twelfth of the amount in the final negotiated Fee Proposal. Staffing Expenses are further described in Article 42.3.
  - 42.2.1.1 Allowances in the amount set forth in Exhibit A are established for payment for the Field Office Setup and Field Office Operation in accordance with the provisions set forth below.
  - Set Up of Project Office (mobilization and demobilization): lump sum payment of the amount in the Fee Schedule
  - Operation of the Project Office: monthly payment according to one thirty-sixth of the lump sum total set forth in the fee
  - 42.2.1.2 An Allowance in the amount set forth in Exhibit A is established for payment of the Fee for Profit in accordance with the provisions set forth below.
  - Fee for Profit in increments of 20 Homes per pathway: milestone payment. 25% of the Fee for Profit upon being issued a Work Order identifying a project; 25% of the Fee for Profit upon commencement of construction of 20 Homes; 25% of the Fee for Profit upon Substantial Completion; and 25% of the Fee for Profit upon Final Acceptance of 20 Homes.
    - 42.2.2
    - Task B Scoping and Design Services



- 42.2.2.1 An Allowance in the amount set forth in Exhibit A is established for payment of Scoping and Design Services in accordance with the provisions set forth below.
- Scoping and Design Services: milestone payment based on the Unit Price per Home for three different pathways set forth in the Fee Form attached hereto in Exhibit A. 10% payable upon completion of Scoping and cost estimate; 30% payable upon completion of preliminary design; 50% payable upon completion of final design documents including bid document; and 10% for construction services payable upon Final Acceptance. CMs shall not invoice the City more than once a month.
- 42.2.2.2 An Allowance in the amount set forth in Exhibit A is established for payment of as needed Architectural, Engineering and Construction Management Services in accordance with the provisions set forth below.
- **As needed Architectural, Engineering and Construction Management Services:** monthly payment based on the hourly rates set forth in Exhibit A. Such services will be performed if and only if directed by the Commissioner. The hourly rates set forth are all inclusive and will not be subject to markup of any kind..
  - 42.2.3
  - Task C Construction Services
  - An allowance in the amount set forth in Exhibit A is established for payment for construction work for the Project performed by Subcontractors under the supervision and control of the Contractor.
- The CM shall be paid the price of the award given to the construction contractor. Payments for Construction shall be invoiced in accordance with the chart below

Milestone Payments	Billed at Milestone (% of Construction Value)
Mobilization	10%
25%	10%
50%	25%
75%	25%
90% and Substantial Completion	10%
100% and Final Acceptance	20%

- 42.2.4 Task D Emergency Work
- An Allowance in the amount set forth in Exhibit A is established for payment for Emergency Work in accordance with the provisions set forth below.
- 42.2.5 Should critical life safety issues arise, emergency construction work may be directed by the Commissioner. For Homes requiring emergency work where a project has already been bid and awarded, the PQL contractor shall be required to do the emergency work. For Homes requiring emergency work where a project has not been bid, the CM will be required to bid the work to at least three contractors off the appropriate PQL lists.



- 42.2.6 As Needed Environmental Testing. An Allowance in the amount set forth in Exhibit A is established for payment for Environmental Testing in accordance with the provisions set forth below. If the Commissioner determines that environmental testing is need for any part on the Program the Contractor will be directed to solicit no fewer than 3 bids for such services, upon terms and conditions established by the Commissioner. The Contractor shall award such work to the lowest responsive and reasonable bidder, as determined by the Commissioner.

The Contractor will be required to submit invoices not more than once a month with a breakdown by each Home identified by the application number and borough, block and lot number. These invoices will identify the names and titles of the Contractor, Consultant, Subcontractor,, hourly rate, and number of hours per pay period. Invoices for services will be accepted once every 30 days.

Payments will be made to the Contractors in accordance with the Prompt Payment provisions of the New York City Procurement Policy Board Rules.

42.3 Staffing Expenses shall be deemed to include: (1) all expenses incurred by the Contractor in the performance of all required CM services for the Project (2) all expenses related to management and oversight, including, without limitation, any time spent by principals performing such duties, (3) all expenses in connection with providing the related services set forth in Article 11 and (4) all expenses related to overhead. Staffing Expenses shall include, without limitation, the items set forth below:

- (a) Compensation paid to personnel of the Contractor including without limitation all officers, principals, employees and personnel of the Contractor, serving in whatever capacity, including the Project Executive set forth in Exhibit A. Compensation shall include without limitation: (1) wages and/or salaries; (2) all payments mandated by law, including without limitation, Social Security and Medicare taxes, insurance (Worker's Compensation, Employers Liability, Unemployment); (3) employer contributions, if any, to retirement plans, including without limitation pension and/or deferred compensation plans; (4) all payments for compensated absence time, including without limitation vacation time, sick time, personal time and holidays, and (5) costs for any and all other fringe and/or supplemental benefits.
- (b) All expenses for compensation paid to construction management personnel identified in the approved Staffing Plan that are in excess of compensation for such personnel payable hereunder. Compensation for such personnel shall include without limitation the items listed in item (a) above.
- (c) All expenses incurred by the Contractor in connection with providing the related services set forth in Article 11, including without limitation, transportation, meals and lodging, unless the Contractor is directed in advance in writing by the Commissioner to provide services which require long distance travel,
- (d) All expenses incurred by the Contractor with respect to home office general facilities including, but not limited to, rental cost or depreciation factor, light, heat and water, telephone charges, including all charges for calls to the job site and DDC (except for long distance calls to other locations as specifically required by the Commissioner), sales, estimating expenses, accounting fees and bookkeeping expenses, electronic data processing services, including programming and rental equipment, dues and subscriptions, stationery, printing, postage, and any other office or miscellaneous expenses, except as otherwise expressly provided in an allowance for miscellaneous expenses.
- (e) All expenses incurred by the Contractor with respect to applicable taxes of any kind whatsoever, including without limitation, federal, state and local income tax and any franchise or other business taxes.



- (f) All insurance coverage determined by the Contractor to be necessary for the performance of all required services hereunder, including without limitation: (1) all insurance required under this Contract; (2) all insurance required by law, and (3) all other insurance maintained by the Contractor in the course of business, including without limitation, burglary and theft, general fidelity and payroll insurance.
- (g) Any losses for theft or robbery sustained by Contractor.
- (h) All expenses incurred by the Contractor with respect to fixed capital, including interest thereon or on monies borrowed.
- (i) All expenses incurred by the Contractor with respect to legal services.
- (j) All management, administrative or overhead expenses of any kind whatsoever incurred by the Contractor, including without limitation, (1) management and/or administrative expenses in connection with the Design Consultant, and (2) management and/or administrative expenses in connection with the performance of additional services.

#### 42.3.1 Effect of certain delay on Staffing Expenses.

The anticipated volume and timeframe for issuance of Work Orders is included in Exhibit A, attached hereto. The Contractor's Staffing Expenses are based on this anticipated work flow. If the Contractor's work is delayed for reasons not attributable to its actions or failure to act and such delay causes the construction schedule to extend beyond that anticipated by the Parties, the Contractor and the City may then negotiate a revision to the Staffing Expenses in order to provide for the increased cost to the Contractor in managing the Work on those Homes that were subject to such delay. Additionally, under such circumstances Project Office Operations may be extended and the cost therefore negotiated. It is the expectation of the Parties that all work referenced in the Anticipated Work Order Schedule in Exhibit A will be completed by the end of year three. Staffing Expenses will not be renegotiated until after completion of year two.

The following reasons for delay under this section may result in a renegotiation of Staffing Expenses:

1. delay caused by a Homeowner in approval of the scope of work or in granting access to the Home ;
2. delay caused by the City;
3. delay in regulatory approvals;
4. Unanticipated market conditions that in the opinion of the Commissioner result in an insufficient quantity of prequalified contractors.

#### 42.4 Construction.

42.4.1 Construction Work shall include all required Work for the types of Projects described in Exhibit A.

42.4.2 The total amount to be paid for Construction Work shall not exceed the cumulative total of the amounts for which subcontracts for Work for the Project are awarded and the amounts of any change orders to such subcontracts. No amounts shall be paid for Construction Work, unless the Commissioner has given prior written approval to the amount of award of the subcontract and the amount of any change orders thereto.

42.4.3 Bid Breakdown of Subcontract Price: Upon commencement of construction Work, the Contractor shall



submit a bid breakdown of costs on a per subcontract and Home by Home basis, and any other information as may be required by the Commissioner. This breakdown shall be used for checking the Contractor's requests for partial payment for Work performed by Subcontractors and shall not be binding on the Commissioner for any purpose whatsoever.

42.4.4 Partial Payments: Partial payments to the Contractor for Work performed by Subcontractors shall be on the basis of and in proportion to the percentage of completion of all Work required under the subcontract, as determined by the Commissioner and as set forth in Article 42.2.3.

- (a) With respect to Work, partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the work, subject to approval by the Commissioner and compliance with the requirements set forth in Exhibit D.

42.4.5 Substantial Completion Requisition: Upon written determination by the Commissioner that the Work of a subcontract is substantially complete, the Contractor shall submit a requisition for a Substantial Completion payment for that subcontract. The Contractor must submit the following with such requisition:

- (a) Final verified statement of any and all alleged claims against the City, and any pending dispute resolution procedures in accord with the PPB Rules and this Contract, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 17, 29 and 30 hereof). With respect to each such claim, the Contractor shall set forth the total amount thereof, the various items of labor and materials included therein, and the alleged value of each item; and if the alleged claim be one for delay, the alleged cause of each such delay, the period or periods of time, giving the dates when the Contractor claims the performance of the Work or a particular part thereof, was delayed, and an itemized statement and breakdown of the amount claimed for each such delay. With reference to each such claim, the Commissioner and the Comptroller shall have the same right to inspect, and to make extracts or copies of, books, vouchers, records, etc., of the Contractor or the Subcontractor, as referred to in Articles 17, 29 and 30 hereof. Nothing contained in this Article is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to Articles 17, 29 and 30 hereof. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor, upon acceptance of the Substantial Completion payment pursuant to this Article, will have waived any such claims arising out of the Work for which payment is requested.
- (b) Final written complete punch list and a date for completion of all required Work. The punch list and completion date are subject to the written acceptance of the Commissioner.
- (c) If required, a request for a substantial or final extension of time.

42.4.6 Substantial Completion Payment: The Commissioner shall issue a voucher calling for payment to the Contractor of any part or all of the balance due for Work for which payment is requested, including moneys retained hereunder, less any and all deductions authorized to be made by the Commissioner, under this Contract or by law, and less twice the amount the Commissioner considers necessary to ensure the completion of the balance of the Work of the subcontract. No further partial payments shall be made to the Contractor after the Commissioner determines that the subcontracted Work is substantially complete, except the Substantial Completion payment and any requisitions for partial payment that were properly filed with the Commissioner prior to the date of Substantial Completion; provided, however, the



Commissioner may grant a waiver for further partial payments after the date of Substantial Completion to permit payments for change order work. Such waiver shall be in writing.

42.4.7 Final Payment: After Final Acceptance by the Commissioner of the subcontracted Work, the Contractor shall submit all required certificates and documents, together with a requisition for the balance claimed to be due, less the amount authorized to be retained for maintenance under Article 25 hereof. A verified statement similar to that required in connection with applications for partial payments shall also be submitted to the Commissioner.

42.4.8 Requisition for Final Payment: The Contractor must also submit with the final requisition for Work performed any amendments to the final verified statement of any and all alleged claims against the City, and any pending dispute resolution procedures in accord with the PPB Rules and this Contract, in any way connected with or arising out of the Work performed for which payment is requested (including those as to which details may have been furnished pursuant to Articles 17, 29 and 30 hereof) that have occurred subsequent to Substantial Completion, setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item. With reference to each permissible claim, the Commissioner and the Comptroller shall have the same right to inspect, and to make extracts or copies of, the books, vouchers, records, etc., of the Contractor or Subcontractor, as referred to in Articles 17, 29 and 30 hereof. Nothing contained in this Article, is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to Articles 17, 29 and 30 hereof. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the final payment, pursuant to Article 44 hereof, will have waived any such claims arising out of the Work performed for which payment is requested.

42.4.9 Voucher for Final Payment: Upon determining the balance due for subcontracted Work for which payment is requested, other than on account of claims, the Commissioner's Representative will prepare and certify, and the Commissioner will approve, a voucher for final payment in that amount less any and all deductions authorized to be made by the Commissioner under Contract or by law. Such voucher shall thereupon be filed with the Comptroller and a copy thereof delivered to the Contractor. The Commissioner shall certify the voucher for final payment for subcontracted Work for which payment is requested following completion and acceptance of the work, provided all requests for extensions of time have been acted upon, if required. Payment pursuant to such final voucher, less any deductions authorized to be made by the Commissioner under Contract or by law, shall constitute final payment in accordance with Article 44 hereof.

42.4.10 No Mark-Up: The Contractor shall not be entitled to any mark-up whatsoever on payments for subcontracted Work performed by Subcontractors.

#### 42.5 Miscellaneous Expenses

42.5.1 An allowance in the amount set forth in Exhibit A is established for reimbursement for miscellaneous expenses. The Contractor shall be reimbursed for expenses actually incurred in the procurement of miscellaneous items in



accordance with the terms and conditions set forth below.

- (a) No miscellaneous expenses shall be incurred by the Contractor, or reimbursed unless expressly authorized in a written directive from the Commissioner. For miscellaneous expenses in excess of \$150, such written authorization must be provided in advance of the expenditure.
- (b) In the event the Contractor is directed to purchase any item(s) pursuant to this allowance, such item(s) shall, unless otherwise directed by the Commissioner, be the sole property of the City or the Homeowner upon delivery to the designated location. Upon completion of the required work, as directed by the Commissioner, the Contractor shall turn such item(s) over to the City.
- (c) With respect to miscellaneous expenses, the Contractor shall utilize the method of procurement and form of payment directed by the Commissioner.
- (d) Reimbursement for miscellaneous expenses shall be the actual and reasonable cost of the same, with no mark-up for the Contractor's overhead and profit. Requests for reimbursement for miscellaneous expenses shall be accompanied by receipted bills or any other data required by the Commissioner.
- (e) Reimbursement for long distance travel expenses, as set forth in Article 11, shall be in accordance with the normal travel allowances of the City of New York for its own employees as provided in Comptroller's "Directive #6, Travel, Meals, Lodging and Miscellaneous Agency Expenses." The Contractor shall not be entitled to any mark-up with respect to long distance travel expenses. Requests for reimbursement for long distance travel expenses shall be accompanied by receipted bills or any other data required by the Commissioner.
- (f) Miscellaneous items shall be those items determined by the Commissioner to be necessary for the Program and shall include without limitation the items set forth below.
  - (1) equipment specified by DDC
  - (2) Long distance travel, as set forth in Article 11

42.6 NOT USED

42.7 Requisitions for Payment

42.7.1 Requisitions for payment may be submitted in accordance with Article 42.2.3 as the work progresses, but not more often than once a month. Requisitions shall be in the authorized form and shall set forth the services performed by the Contractor and the total amount of partial payment requested. The total amount of partial payment requested shall be broken down into the following categories, to the extent each respective category applies to the payment period: identifying the housing units, by lot and block, on which Work was performed and for which payment is requested and identifying the applicable allowance(s) listed in Exhibit A. The Contractor shall submit one (1) original and two (2) copies of each requisition for payment. Requisitions for payment shall be accompanied by the documentation set forth below.

- (a) Project Progress Report: The Contractor shall submit a current report indicating (1) the percentage of completion of all required services for the Project, and (2) the Work the Contractor was directed to provide during the payment period.
- (b) Construction/ Work: For payment for construction Work, the Contractor shall submit the documentation set



forth below:

- (1) Current report indicating: (1) the name and type of Work performed by each first tier Subcontractor, and (2) the percentage of completion of all required Work under that subcontract. A first tier Subcontractor shall mean a Subcontractor directly engaged by the Contractor.
  - (2) Certified copies of payroll reports for all Subcontractors of whatever tier which have performed Work for the Project.
- (d) Miscellaneous Expenses or Additional Services: For payment for miscellaneous expenses or additional Work, the Contractor shall submit the documentation set forth below:
- (1) Description of the miscellaneous expenses or additional Work the Contractor was directed to provide.
  - (2) If payment is on a lump sum basis, a report on the progress of the Work, indicating the percentage of completion of all required Work.
  - (3) If payment is on a unit price basis, a report indicating the number of completed units.
  - (4) If payment is based on actual cost, receipted bills or any other data required by the Commissioner.

42.7.2 All payments hereunder are contingent upon the Contractor's satisfactory performance of the required Work. The Commissioner is authorized to make deductions for any Work performed hereunder which he/she determines to be unsatisfactory.

42.7.3 Following the receipt of a satisfactory requisition for payment, the Commissioner's Representative will prepare, and the Commissioner will approve, a voucher in the amount certified for partial payment, less any and all deductions authorized to be made by the Commissioner under any terms of this Agreement or by law. This voucher will thereupon be filed with the Comptroller, with a copy thereof available to the Contractor if requested.

42.8 Electronic Funds Transfer: In accordance with Section 6-107.1 of the New York City Administrative Code, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" (available at <http://www.nyc.gov/dof>) in order to provide the Commissioner of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

42.8.1 The agency head may waive the application of the requirements herein to payments on contracts entered into pursuant to §315 of the City Charter. In addition, the Commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the contracting agency may waive the requirements hereunder for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the interest of the City.



#### ARTICLE 43 - PROMPT PAYMENT

43.1 The Prompt Payment provisions of the Procurement Policy Board ("PPB") Rules in effect at the time of the solicitation for this Contract shall be applicable to payments hereunder. The provisions require the payment to contractors of interest on payments made after the required payment date, except as otherwise provided in the PPB Rules. The Contractor must submit a proper invoice to receive payment, except where the Contract provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. Determination of interest due will be made in accordance with the provisions of the PPB Rules. If the Contractor is paid interest, the proportionate share of that interest shall be forwarded by the Contractor to its Subcontractor(s).

43.2 The Contractor shall pay each Subcontractor (including a materials supplier) not later than seven (7) calendar days after receipt of payment out of amounts paid to the Contractor by the City for work performed by the Subcontractor or supplier under this Contract.

43.3 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to make payment to each of its Subcontractors or suppliers for Work performed under this Contract in the same manner and within the same time period set forth above.

43.4 If Contractor fails to make any payment to any Subcontractor or Materialman within seven (7) days after receipt of payment by the City pursuant to section 43.2 herein, then the Contractor shall pay interest on amounts due to such Subcontractor or Materialman at a rate of interest in effect on the date such payment is made by the Contractor computed in accordance with section 756-b (1)(b) of the NY General Business Law. Accrual of interest shall commence on the day immediately following the expiration of the seventh day following receipt of payment to the Contractor by the City and shall end on the date on which payment is made.

#### ARTICLE 44 - ACCEPTANCE OF FINAL PAYMENT

44.1 The acceptance by the Contractor, or by anyone claiming by or through him, of final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the City from any and all claims of and liability to the Contractor, or anyone claiming by or through him, for anything theretofore done or furnished for or relating to or arising out of this Contract and the Work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officers, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Agreement or by law, and excepting a claim, not otherwise waived, which is contained in the verified statement filed with the Contractor's final requisitions for any work performed hereunder.

44.2 The Contractor is warned that the execution by him of a release, in connection with the acceptance of any final payment hereunder, containing language purporting to reserve claims other than those herein specifically excepted from the operation of this Article, or those for amounts deducted by the Commissioner from the final requisition or by the Comptroller from the final payment as certified by the Commissioner's Representative and approved by the Commissioner, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any officer, agent or employee of the City to the contrary notwithstanding.



44.3 Should the Contractor refuse to accept any final payment hereunder as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.

44.4 The Contractor, however, shall not be barred from commencing an action for breach of contract under this provision, provided that a detailed and verified statement of claim is served upon the Department and Comptroller not later than forty (40) days after the mailing of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

44.5 The provisions of this Article 44 shall apply to final payment(s) for work performed pursuant to subcontracts hereunder.

## Supplement 024-2

### TCC/DDC Contract Payment Provisions

#### Payment for Extra Work

##### ARTICLE 28 - METHODS OF PAYMENT FOR EXTRA WORK

28.1 Overrun of Unit Price Item: The provisions set forth below shall apply to overruns of unit price items which the Contractor, through its Subcontractor, is directed to provide. An overrun is any quantity of a unit price item which the Contractor, through its Subcontractor, is directed to provide which is in excess of one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule.

28.1.1 For any unit price item, the Contractor's Subcontractor will be paid at the unit price bid for any quantity up to one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule. If during the progress of the Work, the actual quantity of any unit price item required to complete the Work approaches the estimated quantity for that item, and due to errors, site conditions, changes in design, or any other reason, it appears that the actual quantity of any unit price item necessary to complete the Work will exceed the estimated quantity for that item by twenty-five (25%) percent, the Contractor shall immediately notify the Commissioner's Representative of such anticipated overrun. The Contractor's Subcontractor shall not be compensated for any quantity of a unit price item provided which is in excess of one hundred twenty five (125%) percent of the estimate quantity for that item set forth in the bid schedule without written authorization from the Commissioner's Representative.

28.1.2 If the actual quantity of any unit price item necessary to complete the Work will exceed one hundred twenty five (125%) percent of the estimated quantity for that item set forth in the bid schedule, the City reserves the right and the Contractor, through its Subcontractor, agrees to negotiate a new unit price for such item. In no event shall such negotiated new price exceed the unit bid price. If the City and Contractor, through its Subcontractor, cannot agree on a new unit price, then the City shall order the Contractor and the Contractor, through its Subcontractor agrees to provide additional quantities of the item on a time and material basis for the actual and reasonable cost as determined under Article 28.2, but in no event at a unit price exceeding the unit price bid.

28.2 Extra Work: For Extra Work where payment is by agreement on a fixed price in accordance with Article 26, the price to be paid for such Extra Work shall be based on the fair and reasonable estimated cost of the items set forth below. For Extra Work where payment is based on time and material records in accordance with Article 26, the price to be paid for such Extra Work shall be the actual and reasonable cost of the items set forth below, calculated in accordance with the formula specified therein, if any.

28.2.1 Necessary materials (including transportation to the Site); plus

28.2.2

28.2.2 Necessary direct labor, including payroll taxes (subject to statutory wage caps) and supplemental benefits; plus



28.2.3 Sales and personal property taxes, if any, required to be paid on materials not incorporated into such Extra Work; plus

28.2.4 Reasonable rental value of Contractor-owned (or Subcontractor-owned, as applicable), necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per operating hour:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . Reasonable rental value is defined as the lower of either seventy-five percent of the monthly prorated rental rates established in "The AED Green Book, Rental Rates and Specifications for Construction Equipment" published by Equipment Watch (the "Green Book"), or seventy-five percent of the monthly prorated rental rates established in the "Rental Rate Blue Book for Construction Equipment" published by Equipment Watch (the "Blue Book") (the applicable Blue Book rate being for rental only without the addition of any operational costs listed in the Blue Book). The reasonable rental value is deemed to be inclusive of all operating costs except for fuel/energy consumption and equipment operator's wages/costs. For multiple shift utilization, reimbursement shall be calculated as follows: first shift shall be seventy-five (75%) percent of such rental rates; second shift shall be sixty (60%) percent of the first shift rate; and third shift shall be forty (40%) percent of the first shift rate. Equipment on standby shall be reimbursed at one-third (1/3) the prorated monthly rental rate. Contractor-owned (or Subcontractor-owned, as applicable) equipment includes equipment from rental companies affiliated with or controlled by the Contractor (or Subcontractor, as applicable), as determined by the Commissioner. In establishing cost reimbursement for non-operating Contractor-owned (or Subcontractor-owned, as applicable) equipment (scaffolding, sheeting systems, road plates, etc.), the City may restrict reimbursement to a purchase-salvage/life cycle basis if less than the computed rental costs; plus

28.2.5 Necessary installation and dismantling of such plant and equipment, including transportation to and from the Site, if any, provided that, in the case of non-Contractor-owned (or non-Subcontractor-owned, as applicable) equipment rented from a third party, the cost of installation and dismantling are not allowable if such costs are included in the rental rate; plus

28.2.6 Necessary fees charged by governmental entities; plus

28.2.7 Necessary construction-related service fees charged by non-governmental entities, such as landfill tipping fees; plus

28.2.8 Reasonable rental costs of non-Contractor-owned (or non-Subcontractor-owned, as applicable) necessary plant and equipment other than Small Tools, plus fuel/energy costs. Except for fuel costs for pick-up trucks which shall be reimbursed based on a consumption of five (5) gallons per shift, fuel costs shall be reimbursed based on actual costs or, in the absence of auditable documentation, the following fuel consumption formula per hour of operation:  $(.035) \times (\text{HP rating}) \times (\text{Fuel cost/gallon})$ . In lieu of renting, the City reserves the right to direct the purchase of non-operating equipment (scaffolding, sheeting systems, road plates, etc.), with payment on a purchase-salvage/life cycle basis, if less than the projected rental costs; plus

28.2.9 Workers' Compensation Insurance, and any insurance coverage expressly required by the City for the performance of the Extra Work which is different than the types of insurance required by Article 23 . The cost of Workers' Compensation Insurance is subject to applicable payroll limitation caps and shall be based upon the carrier's Manual Rate for such insurance derived from the applicable class Loss Cost ("LC") and carrier's Lost Cost Multiplier ("LCM") approved by the New York State Department of Financial Services, and with the exception of experience rating, rate modifiers as promulgated by the New York Compensation Insurance Rating Board ("NYCIRB"); plus

28.2.10 Additional costs incurred as a result of the Extra Work for performance and payment bonds; plus

28.2.11 Twelve percent (12%) percent of the total of items in Articles 28.2.1 through 28.2.5 as compensation for overhead,



except that no percentage for overhead will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes. Overhead shall include without limitation, all costs and expenses in connection with administration, management superintendence, small tools, and insurance required by this Agreement other than Workers' Compensation Insurance; plus

28.2.12 Ten (10%) percent of the total of items in Articles 28.2.1 through 28.2.5, plus the items in Article 28.2.11, as compensation for profit, except that no percentage for profit will be allowed on Payroll Taxes or on the premium portion of overtime pay or on sales and personal property taxes; plus

28.2.13 Five (5%) percent of the total of items in Articles 28.2.6 through 28.2.10 as compensation for overhead and profit.

28.3 Where the Extra Work is performed in whole or in part by other than the Subcontractor's own forces, the Subcontractor shall be paid, subject to audit by the Engineering Audit Officer, the cost of such Work computed in accordance with Article 28.2 above, plus an additional allowance of five (5%) percent to cover the Subcontractor's overhead and profit.

28.4 Where a change is ordered, involving both Extra Work and omitted or reduced subcontract Work, the subcontract price shall be adjusted, subject to audit by the EAO, in an amount based on the difference between the cost of such Extra Work and of the omitted or reduced Work. The cost of such Extra Work and of such omitted or reduced Work shall be computed based upon applicable subcontract unit prices. Where there are no applicable subcontract unit prices, the cost of such Extra Work and of such omitted or reduced subcontract Work shall be computed in accordance with the Articles 28.2.1 through 28.2.7. If the cost of such Extra Work exceeds the costs of such omitted or reduced subcontract Work, the subcontract price shall be increased by the difference, plus percentages for overhead and profit as provided in Articles 28.2.8 and 28.2.9. If the cost of the omitted or reduced subcontract Work exceeds the cost of the Extra Work, then the subcontract price shall be reduced by the difference.

28.5 Where the Contractor and the Commissioner can agree upon another method of payment for Extra Work in accordance with Article 26.2, or for Extra Work ordered in connection with omitted work, such method, subject to audit by the EAO, may, at the option of the Commissioner, be substituted for the cost plus a percentage method; provided in Article 28.2; provided, however, that if the Extra Work is performed by a sub-subcontractor engaged by a Subcontractor, the Subcontractor shall not be entitled to receive more than an additional allowance of five (5%) percent for overhead and profit over the cost of such sub-subcontractor's Work as computed in accordance with Article 28.2.

28.6 Unless the parties agree on a lump sum payment for Extra Work, requests for payment for Extra Work performed by construction Subcontractors shall be accompanied by signed time sheets, documenting by date the actual hours worked by specific personnel for whom payment is requested, and any other data as may be requested by the Commissioner.

28.7 The Contractor shall not be entitled to any mark-up whatsoever on payments for Extra Work ordered pursuant to Article 26 hereof performed by Subcontractors.



## Supplement 024-3

### TCC/DDC Contract Payment Provisions

#### Payroll Reports

##### ARTICLE 39 - PAYROLL REPORTS

**Compliance:** The Contractor shall take appropriate action to ensure compliance by its Subcontractors with the payroll requirements set forth herein.

**Subcontracts:** The Contractor shall include the provisions of this Article 39 set forth below in all subcontracts for construction Work for the Project.

##### PAYROLL REPORTS

39.1 The Contractor shall maintain on the Site the original payrolls or transcripts thereof. The Contractor and Subcontractor(s) shall submit original payrolls or transcripts, subscribed and affirmed by it as true, with each and every payment requisition. The Contractor and Subcontractor(s) shall produce within five (5) calendar days on the Site of the Work and upon a written order of the Commissioner, Commissioner's Representative, the ACCO, the Agency EAO, or the Comptroller, such original payrolls or transcripts thereof, subscribed and affirmed by it as true, and the statements signed by each worker pursuant to this Contract. In addition, the Contractor and Subcontractor(s) shall furnish to the Commissioner's Representative upon written demand any other information to satisfy the Commissioner's Representative that this Contract and the Labor Law, as to the hours of employment and rates of wages, are being observed. The Contractor shall maintain the payrolls or transcripts thereof for six (6) years from the date of completion of the Work on this Contract.

39.2 When directed by the Commissioner's Representative, the Contractor or Subcontractor shall provide an attendance sheet for each Day on which Work is performed on the Site. Such attendance sheet shall be in a form acceptable to the Agency and shall provide information for employees of the Contractor and Subcontractor(s).

## Standard Operating Procedures

# SOP-025 Change Order Management

## 1.0 Policy Section Statement

1.1 The Tishman/DDC Contract article 11.6.10 states: Tishman ("TCC"; the Contractor) will undertake the following responsibilities with respect to Subcontractor requests for change orders:

11.6.10 (a) Review, evaluate and make a decision with respect to the validity of all written Subcontractor requests for change orders. The Contractor's decision as to the validity of the proposed Subcontractor change order shall be in writing and shall provide a reasonably detailed explanation for the decision based upon the information presented by the Subcontractor and the requirements of the Construction Documents.

11.6.10 (b) If the Contractor decides that the Subcontractor's request for a change order is not valid, it shall provide such written decision to the Subcontractor, with a copy of the same to the Commissioner.

11.6.10 (c) If the Contractor decides that the Subcontractor's request for a change order is valid, the Contractor shall prepare the proposed Subcontractor change order and submit the same to the Commissioner for approval. Such proposed Subcontractor change order shall include or be accompanied by the following: (1) the Contractor's written decision as to the validity of the change order, (2) the cost proposal submitted by the Subcontractor, (3) the Contractor's evaluation of such cost proposal, (4) the Contractor's own cost estimate of the quantities of labor, equipment and materials required for the performance of the proposed change order. The Contractor must be prepared to substantiate the information with respect to the change order to the Commissioner, the Engineering Audit Officer, the Comptroller and any other agency having jurisdiction in this area. The Commissioner will make all final determinations regarding change orders, modifications and additions to the Construction Documents.

11.6.10 (d) If the Commissioner approves the Contractor's request for a Subcontractor change order, the Contractor shall negotiate a price, i.e., a lump sum price or unit prices, for the performance of the proposed change order work and submit the same to the Commissioner for approval.



## 1.2 Definitions

Term	Definition
<b>Pending Item ("PI")</b>	A Pending Item, consecutively enumerated for each Application by date received, is established for any event that may potentially impact and/or change the Build It Back Sandy Program or the Project's budget, schedule, scope or quality. The Pending item process is the initiation of the Change Order process, although every Pending Item may not lead to a Change Order.
<b>DDC Discovery Form</b>	A DDC Discovery Form (Exhibit B-2 attached) is utilized to notify DDC of a potential change order. It is prepared by TCC and provides a Justification and Technical Description of the potential change. The Discovery Form provides a section for DDC to note whether or not it is a potential change to the contract. The Discovery Form is accompanied by a cover letter (Exhibit B-1 attached) indicating the approximate value of the proposed change.
<b>Price and Proceed Letter</b>	<p>Upon the establishment of a PI Number, the PI Number is sent to the pertinent TCC Subcontract responsible for the Application with a formal directive to Price and Proceed with the work ("Price and Proceed Letter; Exhibit C attached), and to provide a detailed cost breakdown for the proposed work by a date specified.) In some instances, an example being the evaluation of alternatives, a Price Only Letter may be issued requesting a detailed cost proposal only.</p> <p>Note: The detailed cost breakdown, once provided by the Subcontractor, is considered a subcontractor change order proposal with the final value of the work to be negotiated in accordance with the terms of the contract. A TCC estimate is prepared for each PI and utilized in negotiations.</p>

## 2.0 Procedures

### 2.1 Pending Item

A Pending Item ("PI") is an event that may potentially impact and/or change the Build it Back Sandy Program or Project's ("Project") budget, schedule, scope and/or quality. Tishman Construction Corp ("TCC") is required to notify NYCDDC ("DDC") of any such potential impact and/or change.

The Pending Item process is how TCC satisfies this requirement. The Pending Item process is the initiation of the Change Order process, although every Pending Item does not always lead to a Change Order.

The following are *examples* of reasons that a Pending Item may result:

- a. Field Condition or Field Order;
- b. Back Charge
- c. Credit Change
- d. Design Add On
- e. Design Deletion
- f. No Material Scope Change
- g. Force Majeure (weather, etc.)



### **PI Request Form and Log**

The Project Manager associated with the Trade or Subcontractor affected, will determine whether the change is valid and will prepare a PI Request Form (attached) and submit the completed form electronically to Tishman's Field Office. The PI Request Form includes a Justification Statement that is to describe the reason for the potential impact and/or change noted occurred, as well as, describe the technical changes (to work, schedule, etc.) proposed, and describes any time constraints and/or critical considerations associated with the proposed changes.

The Tishman Field Office will issue a Pending Item Number ("PI#") to track the potential change. This will be recorded in TCC's Unifier system. The PI Request Form will be vetted by the Contract Administration team and if it fails the vetting process, will be rejected and a request for a resubmission from the PM will be made. Once approved, the PI will be submitted on the DDC Discovery Form (noted below) for approval and ultimately finalization of a Change Order, if applicable.

TCC's Unifier System will be updated utilizing the PI Log and the PI Request Form. This will track the change process through DDC Approved Discovery Forms, Sub-contractor Change Proposals, TCC Estimates, any Independent Estimates, Change Orders, and DDC & EAO Approvals.

Weekly PI Meetings will be held with Subcontractors to continuously update and go over all Pending Items associated with that Contractors Home Applications.

### **DDC Discovery Form and Log**

A DDC Discovery Form (Attached) is required to be submitted by TCC to DDC. Discovery forms will be saved in TCC's Unifier system as well as submitted to DDC. The Discovery Form is utilized by TCC to notify DDC of any potential Program and/or Project impacts and/or changes. A formal submission to DDC takes place, as well as a presentation to DDC at the weekly Discovery Meetings. At the meeting DDC will review and approve the Discovery Forms presented, noting any comments they may have. The Discovery Log and PI log will be updated accordingly.

### **Sub-Contractor Change Proposals (This happens concurrently with the above)**

Once the Discovery Form is approved by DDC, a Price and Proceed letter (Attached) will be drafted and signed by the PM requesting the Subcontractor to submit a detailed change proposal within 10 days (per contract) for Pending Items that will have an impact on the Project budget. The Sub-Contractor's change proposal shall be submitted using:

- i) The Contract approved Unit Prices, or
- ii) As a Lump Sum Price segregated by Time & Materials, or
- iii) As a Time & Materials change, with all required back-up.



Upon receipt of Subcontractor's change proposal the proposal will be reviewed and approved or rejected accordingly. This will be logged accordingly.

A TCC Estimate is required for all Change Orders. If a change is based on Unit Prices, an estimate verifying quantities; the unit prices are per the appropriate Subcontract and/or that Labor Rates are per the approved Labor Rates. In cases where prices fall outside of the Unit Prices, a Price Only letter (Attached) is drafted and forwarded with the respected scope of work for the PI to the Design Team and Estimators at the same time the PM requests a proposal from the Subcontractor. Once verified, the TCC estimate will be submitted along with the Change Order to DDC.

## **2.2 Change Order**

Once the change order has been negotiated with the Sub-Contractor a Change Order must be submitted to DDC. Three (3) copies of the DDC Change Order will be submitted. A Justification Statement is required in the Change Order. All supporting documentation should also be attached to the Change Order.

TCC maintains A Change Order Log for tracking purposes. A Change Order is submitted to the DDC Commissioner's Representative for review and approval. In the event that the Change Order exceeds \$25,000, the Change Order, after DDC's authorization, must be submitted to EAO for final approval. EAO submissions and approvals will also be tracked accordingly.

Upon DDC's signature and EAO's approval (if necessary), the Change Order will be returned to distribute the final executed Change Order as follows: Electronic copies to Accounting, and the Project Manager; hard copy originals to DDC Commissioner's Representative, the Sub-Contractor and to the TCC Change Order File. The Contractor Change Order Log will be updated accordingly. TCC Change Order forms will be utilized for Change Orders issued to Subcontractors.

### **Time and Material**

In the event that the change required Work to commence prior to the finalization of the Change Order, the PM shall obtain the approval to permit the Work to proceed on a Time and Material Basis. DDC approval is also required and will be obtained by TCC first. In such an instance, TCC directs the associated trade, and tracks the Work on a T&M basis and obtain daily reports. T&M work shall be tracked as required by TCC's Extra & Stand-By Work Procedures.

## **2.3 Record Keeping**

All correspondence and documentation from the initiating documents, Tishman's estimate, the Sub-Contractor's proposal, notes from meetings with DDC and the Subcontractor, etc., related to the change shall reference the P.I. # and shall be filed in the field office Pending Item/Change Order files.



### ATTACHED FORMS

PI Request Form

DDC Discovery Form

Change Order Approval Form

Pending Items Log

Change Order Log

DRAFT

## Standard Operating Procedures

### SOP-026 Post Construction

#### 1.0 Purpose

To document and perform all required steps and requirements that will be utilized on the Project in order to achieve an effective and timely closeout upon completion of construction.

Project close-out will occur in two ways: on an individual home (application by application basis for all homes active in a Work Order) upon completion of construction, referred to as "Project Closeout"; and for the overall Project per the terms of the Contract referred to as "Contract Closeout".

#### 1.1 Overview

This procedure is designed to facilitate an orderly closure of the project. The project closeout procedure includes a process to address the methodology for documenting that all aspects of project closure from physical closeout of each home through final records turnover to the owner and ultimately Final Acceptance by DDC.

#### 1.2 Project Closeout Procedure

Effective and timely project closeout mandates that every project team member understands the requirements of closing out a project. Below is a summary of the closeout process, which should be the foundation for the closeout procedure on every active home in an assigned Work Order. Per Article 10 of the Contract, once Tishman has determined work is ready for DDC Inspections:

1. Tishman to schedule inspection date with Homeowner. (10.4.1.1)
2. Tishman sends written **Substantial Completion Inspection** request to DDC.
3. Tishman and DDC to complete one (1) **Final Approved Punch List** during inspection walkthrough which will have the subcontractor present (10.4.1.2)
  - Following the inspection of the Work: the TCC Project Manager shall impose dates for the completion of each specified item of Work (10.4.1.2)
  - Tishman will submit proposed dates on Final Approved Punch List to DDC for signature and concurrence.
4. Tishman with DDC concurrence on the Final Approved Punch List will provide written **Final Approved Punch List Letter**, with Final Approved Punch List attached for subcontractor signature.



5. Tishman sends written ***Letter of Approval of Final Punch List and Date of Substantial Completion*** to DDC attached with subcontractor signed Final Approved Punch List. (10.4.2)
6. Tishman with DDC concurrence will provide subcontractor written ***Letter of Substantial Completion Acceptance***. This also serves as the date of the 1-year Warranty period (Article 25). Defined by Substantial Completion (or use and occupancy in accordance with Article 20).
7. The subcontractor is to furnish a warranty letter for the homeowner outlining the warranty and materials covered. Provide homeowners with maintenance and operations manuals. (11.6.18).
8. Tishman to submit a ***Final Acceptance Inspection Request*** to DDC
9. DDC and Tishman conduct the final inspection to inspect all Final approved Punch List items are complete.
10. *For Elevations and Rebuilds only:*
  - DDC will inspect that all Final approved Punch List items are complete and the contractor has obtained all regulatory approvals. Should Article 20 be applicable (*referenced below*), occupancy release procedures for key returns will be utilized.
  - Tishman will provide any required manuals and a copy of the warranty letter to the homeowner along with a Key Return Form and access keys.
11. Tishman will provide ***a written determination of Final Acceptance*** for DDC signature and approval. (10.4.3)
12. Assemble and deliver to the Homeowner, with a copy to the Commissioner, all record "As Built" Drawings. The Contractor shall notify the Commissioner of any issues, problems or observations relative to such drawings. (11.6.7)

## ARTICLE 20 - OCCUPATION OR USE PRIOR TO COMPLETION

20.1 Unless otherwise provided for in the Work Order, the Homeowner may take over, use, occupy or operate any part of the Work at any time prior to Final Acceptance, upon written authorization of the Commissioner. Such authorization must include the date when the Homeowner may take over, use, occupy or operate part of the Work and a brief description of the relevant part of the Work. In the event the Homeowner takes over, uses, occupies, or operates any part of the Work:

20.1.1 the Commissioner shall issue a written certification of completion with respect to such part of the Work and shall submit a certification form with photo inventory of Work;

20.1.2 the Contractor shall be relieved of its absolute obligation to protect such part of the unfinished Work in accordance with Article 15; and

20.1.3 the Contractor's guarantee on such the Contractor's guarantee on such part of the Work shall begin on the date in the written authorization by the Contractor required in Article 20.1.

### 1.3 Contract Closeout Procedure

Effective and timely project closeout mandates that every project team member understands the requirements to close out the Contract. *[This section is still in development. Please refer to SOP 024 Payments for more information]*



## Standard Operating Procedures

# SOP-027 Data Management

## 1.0 Procedure

### 1.1 General

Because of the critical and time-sensitive nature of this assignment, TCC will be required to utilize, and directly enter project data into a web-based system for use by DDC called Case Management System (CMS). TCC will record information in a timely and transparent manner with oversight of the integrity and timeliness of project data. TCC will also record and track project related data in its data management system, Unifier. Any reports at the request of the Commissioner's Representative will remain internal documents unless otherwise directed by the Commissioner's Representative.

TCC is required to upload to CMS all project-specific compliance data, reports and documents at the direction of DDC.

TCC must coordinate, track, monitor and report on a high volume of concurrently active projects during design, construction and closeouts in its selected region(s), interfacing and directly entering data into CMS.

TCC will enter required project data in to CMS expeditiously and implement QAQC procedures to support the integrity of the data. All TCC staff will receive CMS training as provided by DDC, as well as the use of any Job Aids, SOP's, and training documents.

The CMS System continues to be modified and expanded upon by DDC/HRO and as such, applicable training sessions will be attended by TCC personnel.

### 1.2 TCC Software

In addition to the DDC's CMS system, TCC will implement and use the following software: Unifier, Tracker (billings), P6 (scheduling), and BiB Mobile (custom built Design Mobile Data Collection tool) as organizational tools for project management of the Contract.

## Standard Operating Procedures

# SOP-028 Record Keeping

## 1.0 Procedure

### 1.1 General

Retention of records and documents will be achieved through an electronic and hard copy filing system. The electronic system for record keeping utilized by TCC is also its data management system, Unifier. Anything requiring a signature will be filed electronically, with the original hard copy filed in the Project Office. However, if the original signature needs to go to another agency or entity, a copy will be made and filed as a hard copy file and filed electronically.

In addition to the above, TCC will adhere to utilizing CMS for submissions of all required documents by DDC. As functionality for submitting and storing documents becomes available in CMS, TCC will submit the requested documents in CMS once direction from DDC is received.

TCC will provide any records, documents or information concerning the Project to the Commissioner or Commissioner's Representative as requested. TCC will not release documentation to any parties other than DDC without explicit written direction from the Commissioner or Commissioner's Representative DDC.

#### 1.1.1 Document Control

TCC will maintain thorough documentation throughout the Contract. All records must be well-labeled, kept neatly and orderly for retrieval, and must be securely stored. CMS will be utilized as a repository for documents as functionality is made available for CM use. Records are maintained of all pertinent project data and correspondence, progress photos, visitor logs, and inspections. Correspondence include all submissions by the contractor, approvals by the owner, shop drawings, change orders, logs, certifications, guaranties or warranties, etc.

#### 1.1.2 Document Management

TCC will keep accurate and detailed written records of the progress of each Home within the Work Order and the Project during all stages of planning and construction. TCC will:



- Maintain a daily job diary or log book describing all activities which occurred on the Project on a daily basis, including without limitation, all Work accomplished, the number of workers, identified by trade, employed at the Site by the Subcontractor(s), the number of hours worked, material shortages, labor difficulties, weather conditions, visits by officials, decisions reached, specific problems encountered, general and specific observations, and all other pertinent data relative to the performance of the Work.
- Maintain accurate, orderly and detailed files and written records and documents regarding the Project, including without limitation, correspondence, minutes and/or reports of job conferences, progress reports, shop drawings and other submissions, subcontract documents, including all addenda, change orders, supplemental drawings records of all meetings and attempted meetings with Homeowners and all other Project-related documents
- The Contractor shall provide any records, documents or information concerning the Project to the Commissioner as directed.
- With respect to work to be performed on a time-and-materials, unit cost, or similar basis, requiring the keeping of records and computation sheets, maintain cost accounting records in accordance with the City's procedures.
- Ensure that record "As Built" Drawings are produced and kept current by the Subcontractor(s) in accordance with the requirements of the Construction Documents.
- All Project records, including without limitation those specified above, shall be available to the Commissioner at all times immediately upon request, and the Commissioner shall have the right to remove such Project records and make copies thereof.

TCC is to undertake the following responsibilities with respect to Record Keeping for Extra or Disputed Work:

- While the Contractor or any of its Subcontractors is performing Extra Work on a Time and Material Basis ordered by the Commissioner under Article 28, or is performing disputed Work, or complying with a determination or order under protest in accordance with Article 29 hereof, in each such case the Contractor shall furnish the Commissioner's Representative daily with three (3) copies of written statements signed by the Contractor's representative at the Site showing:
- The name and number of each Worker employed on such Work or engaged in complying with such determination or order, the number of hours employed, and the character of the Work each is doing; and
- The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such Work or compliance with such determination or order, and from whom purchased or rented.

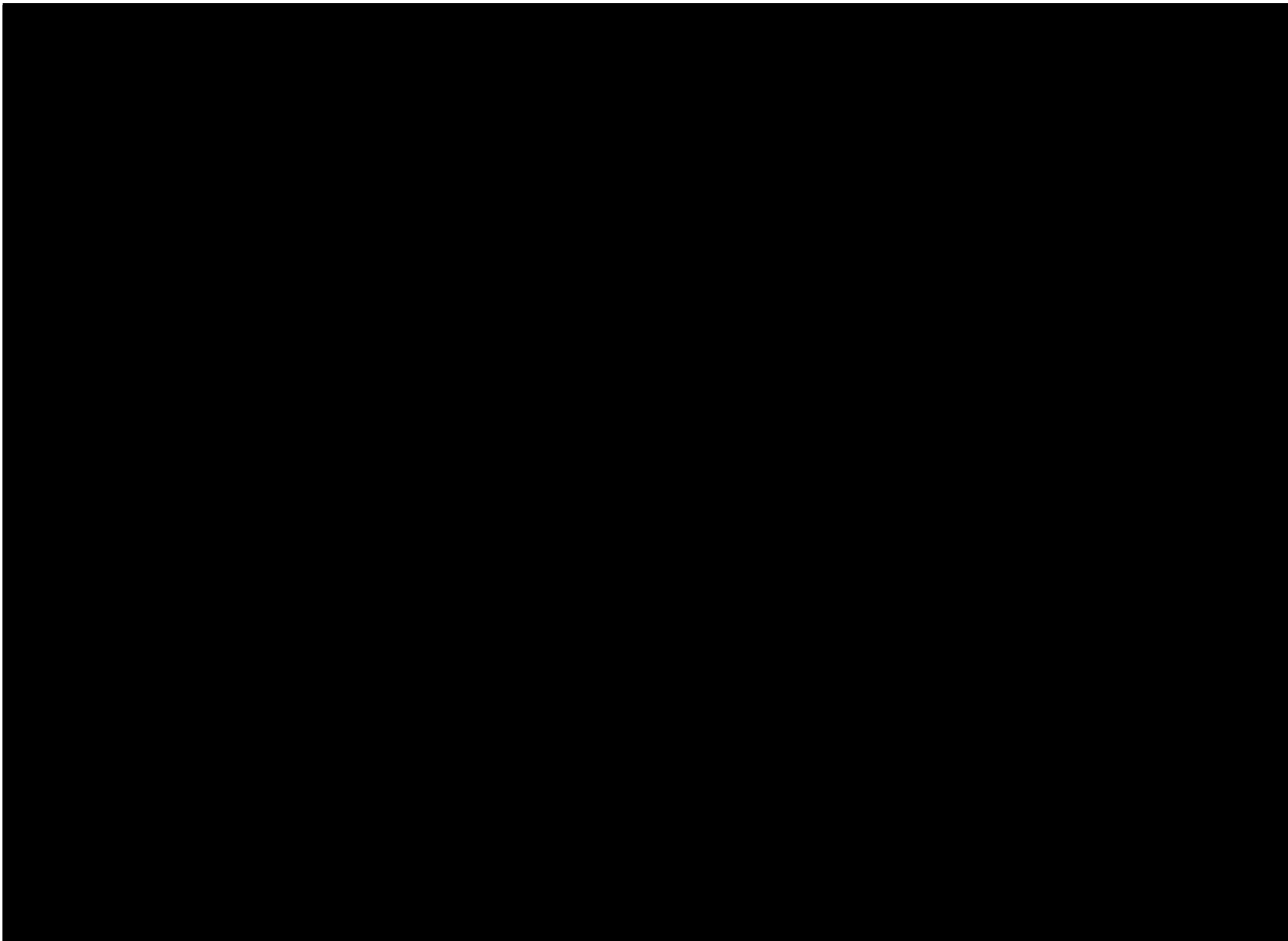
## Attachment 2

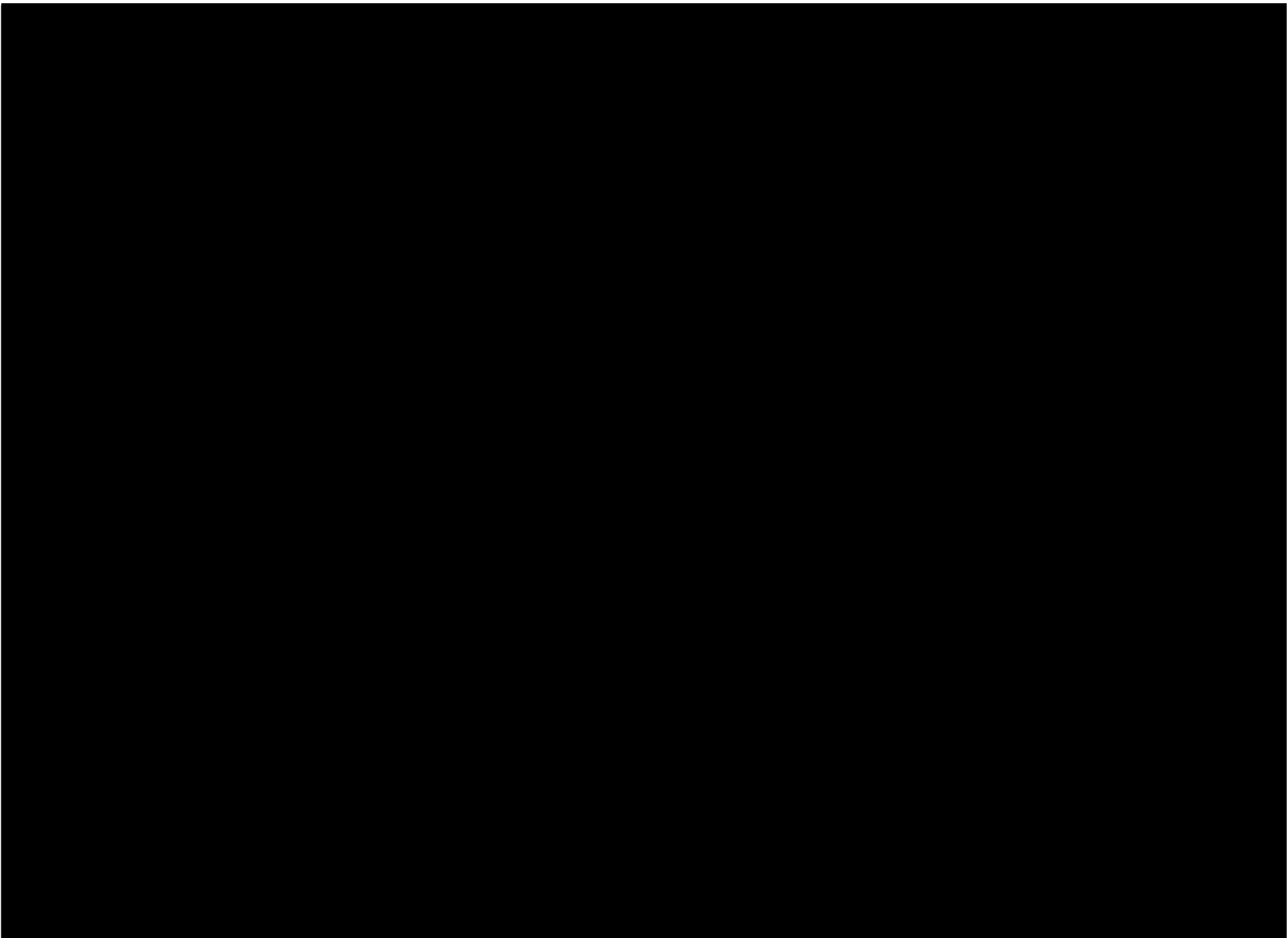




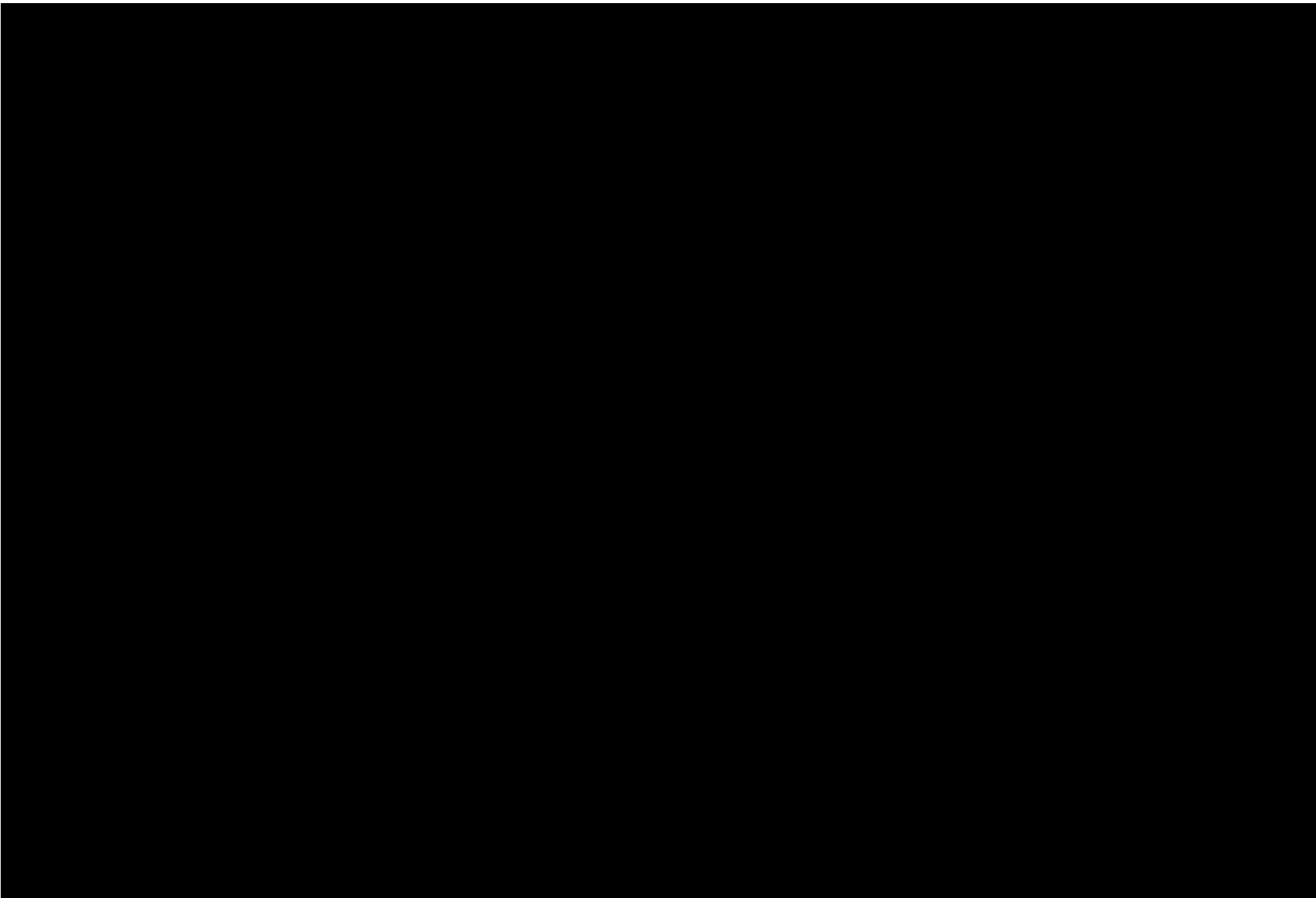


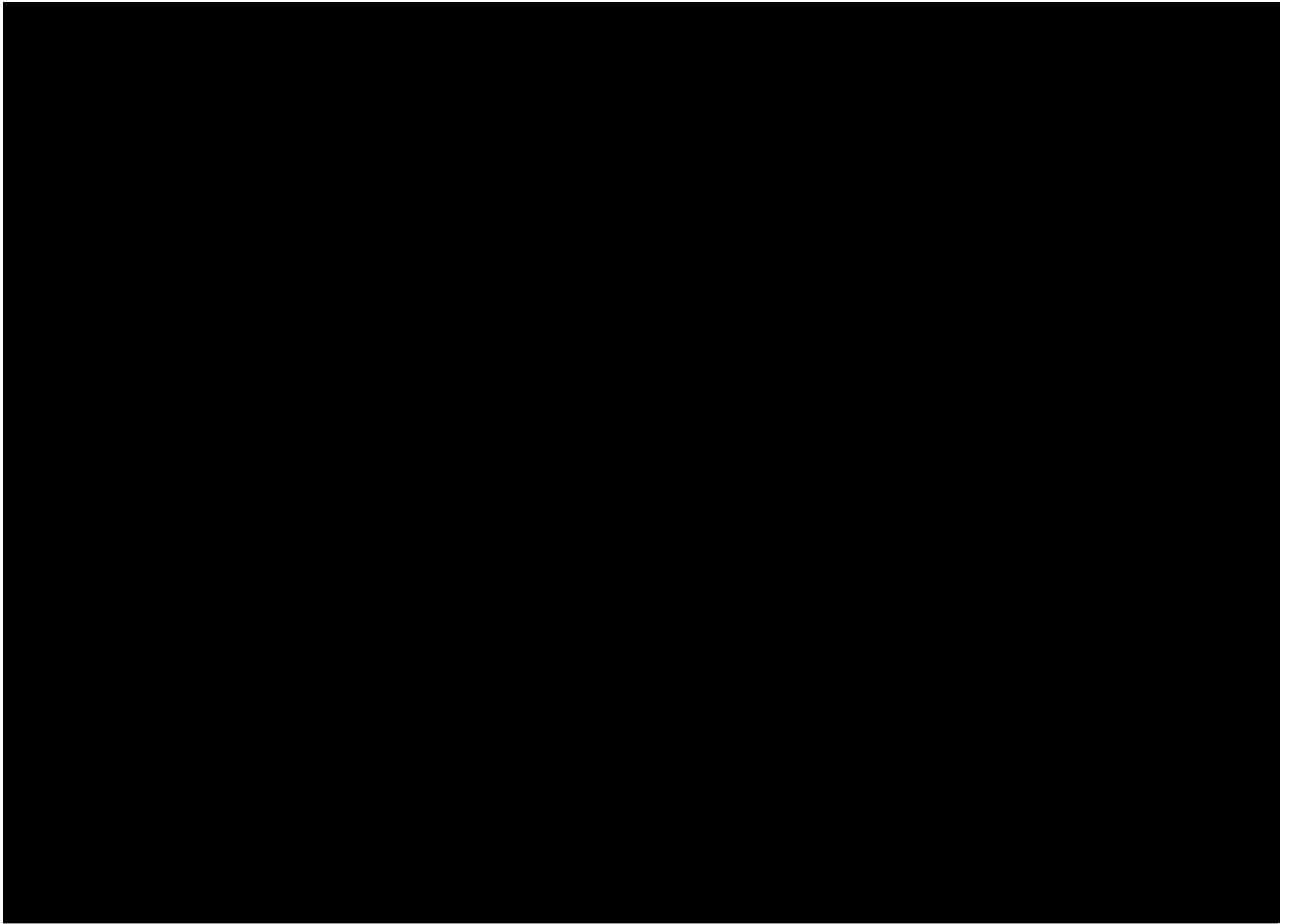




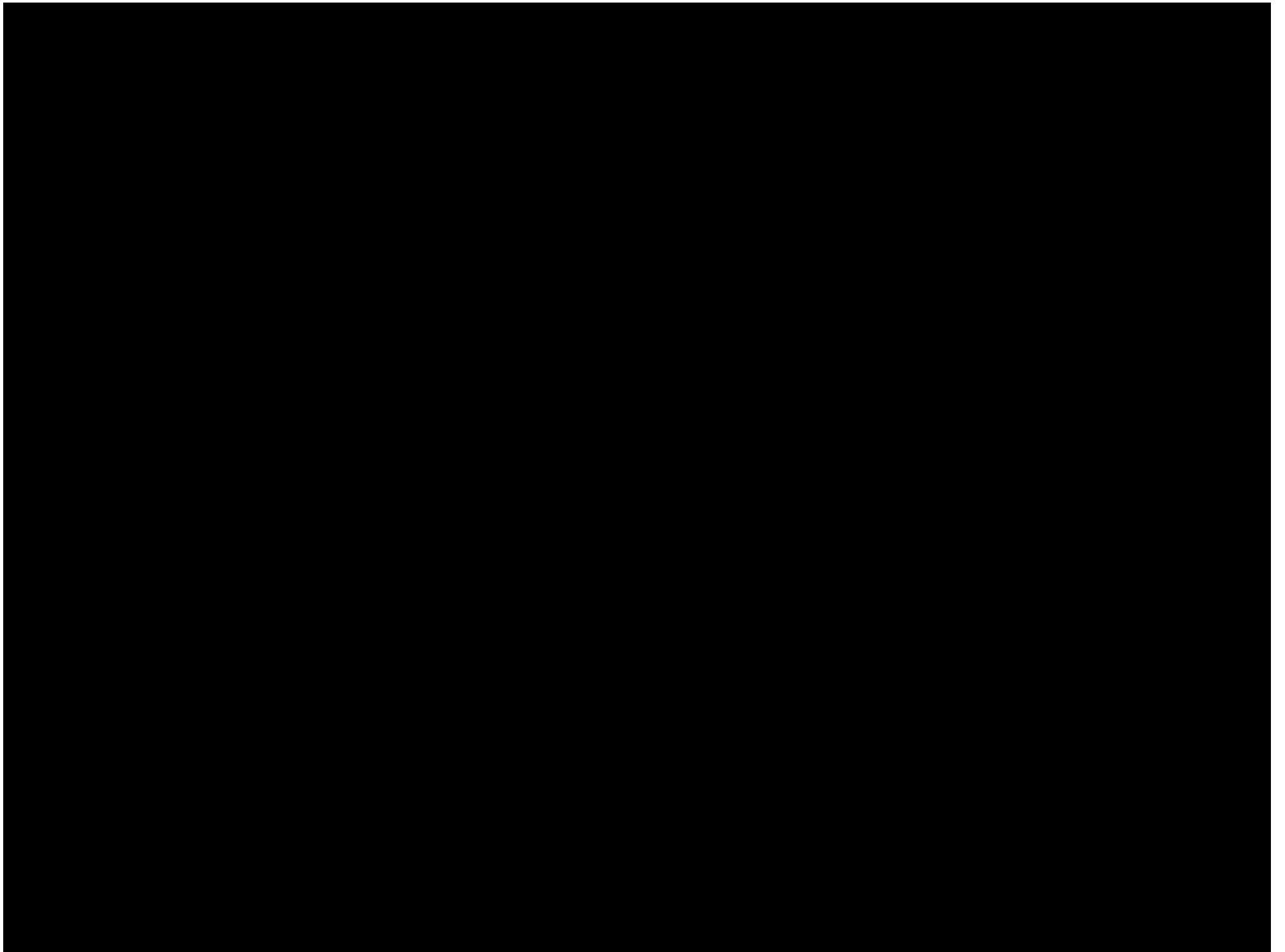


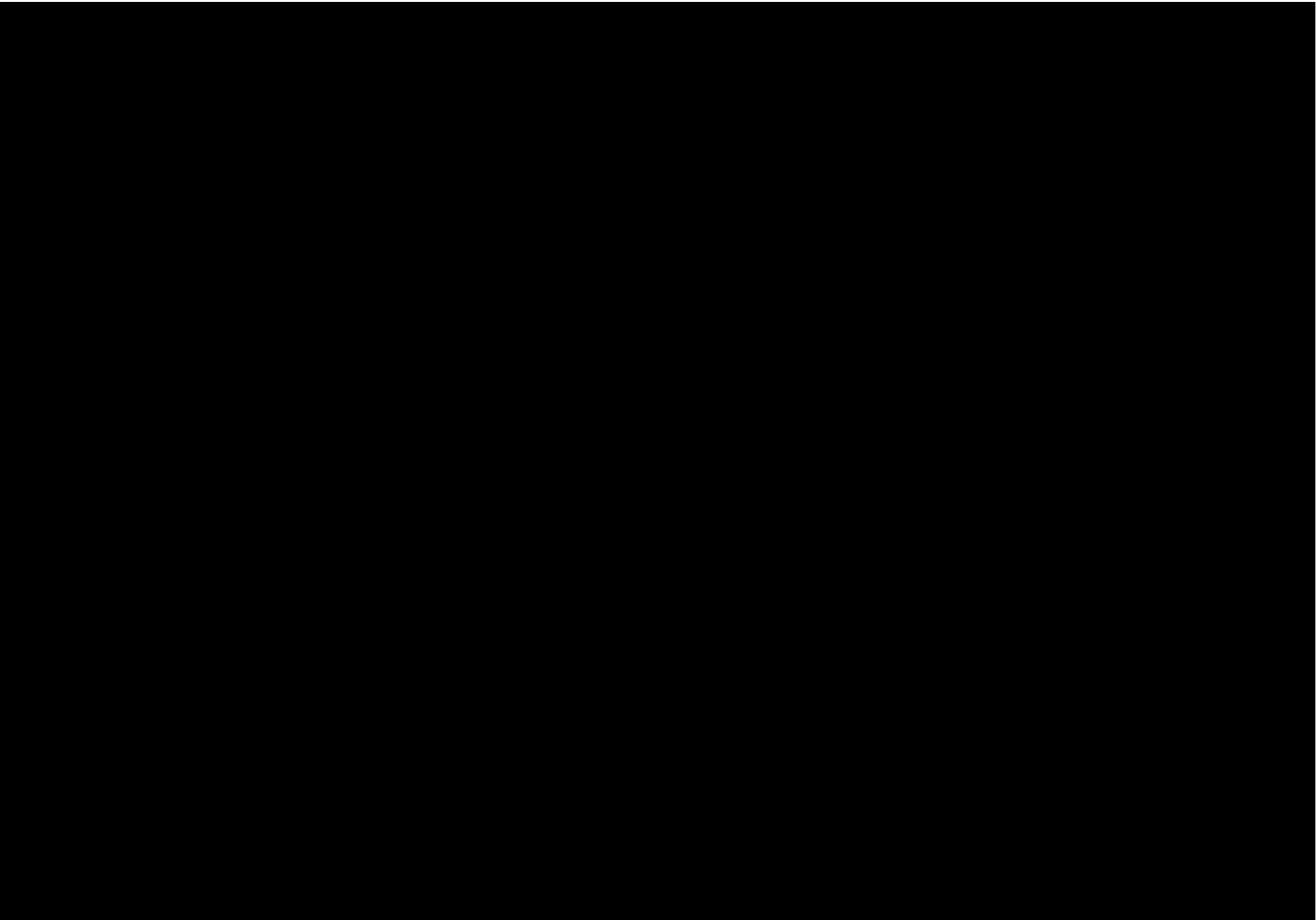




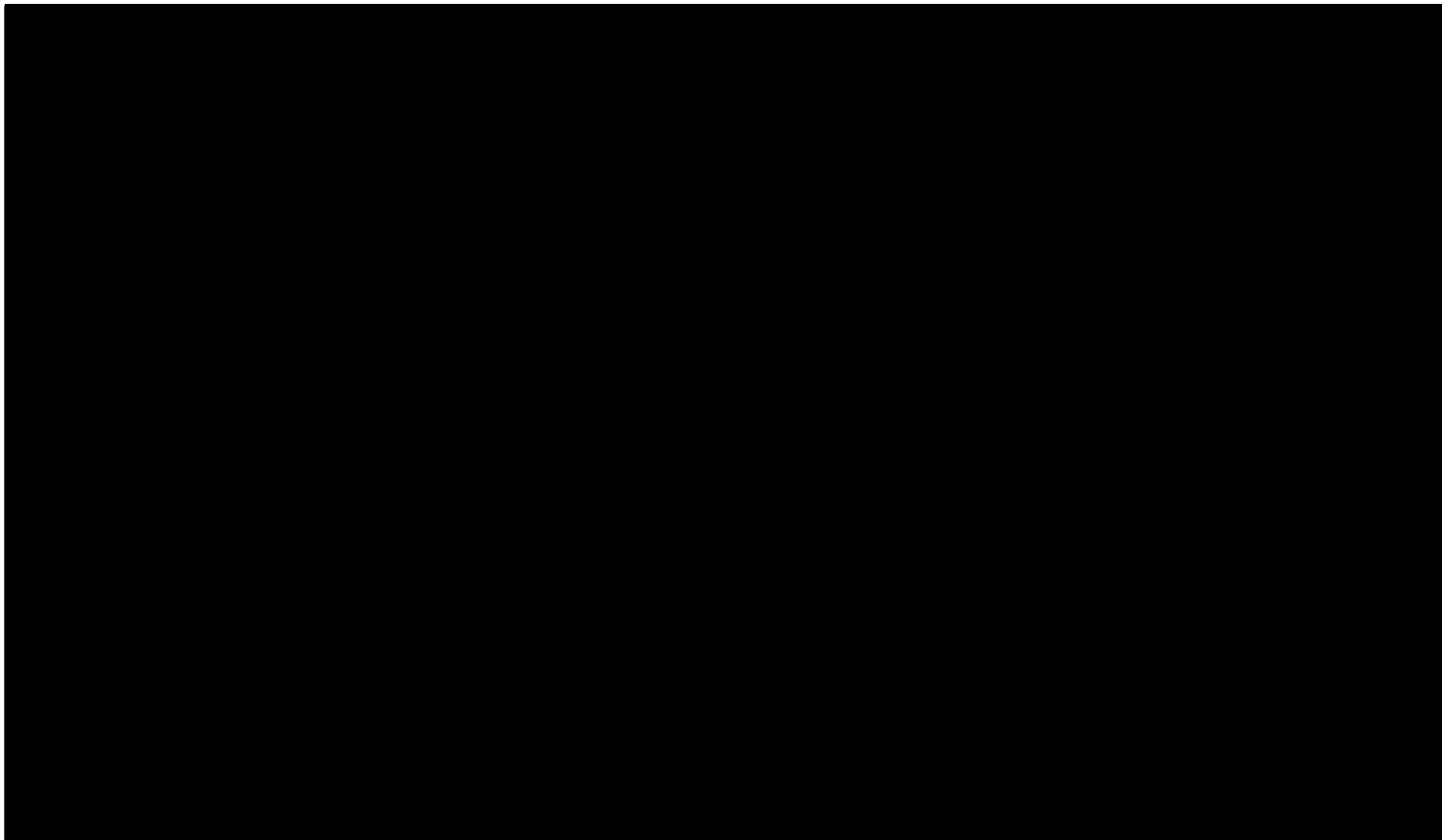


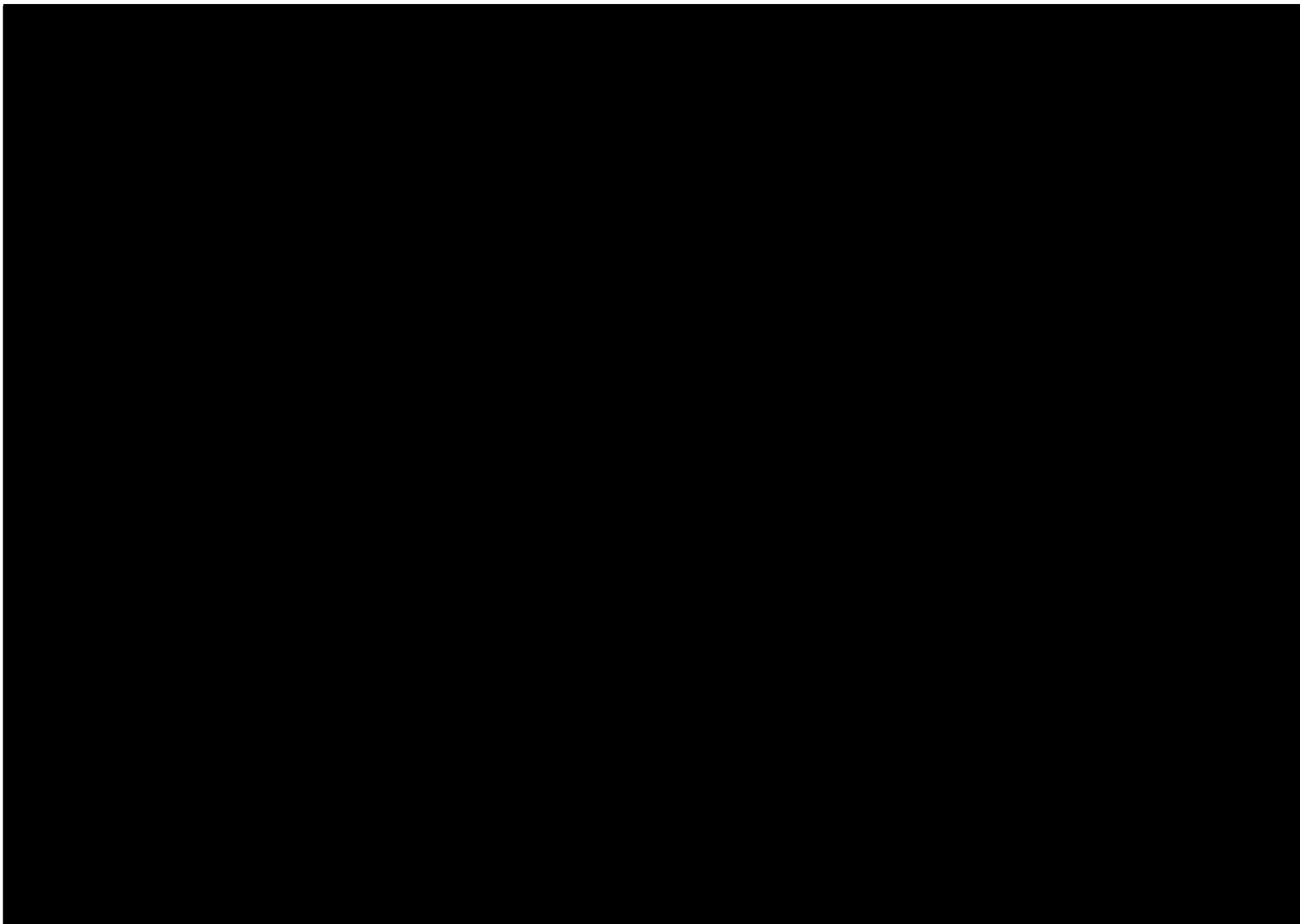




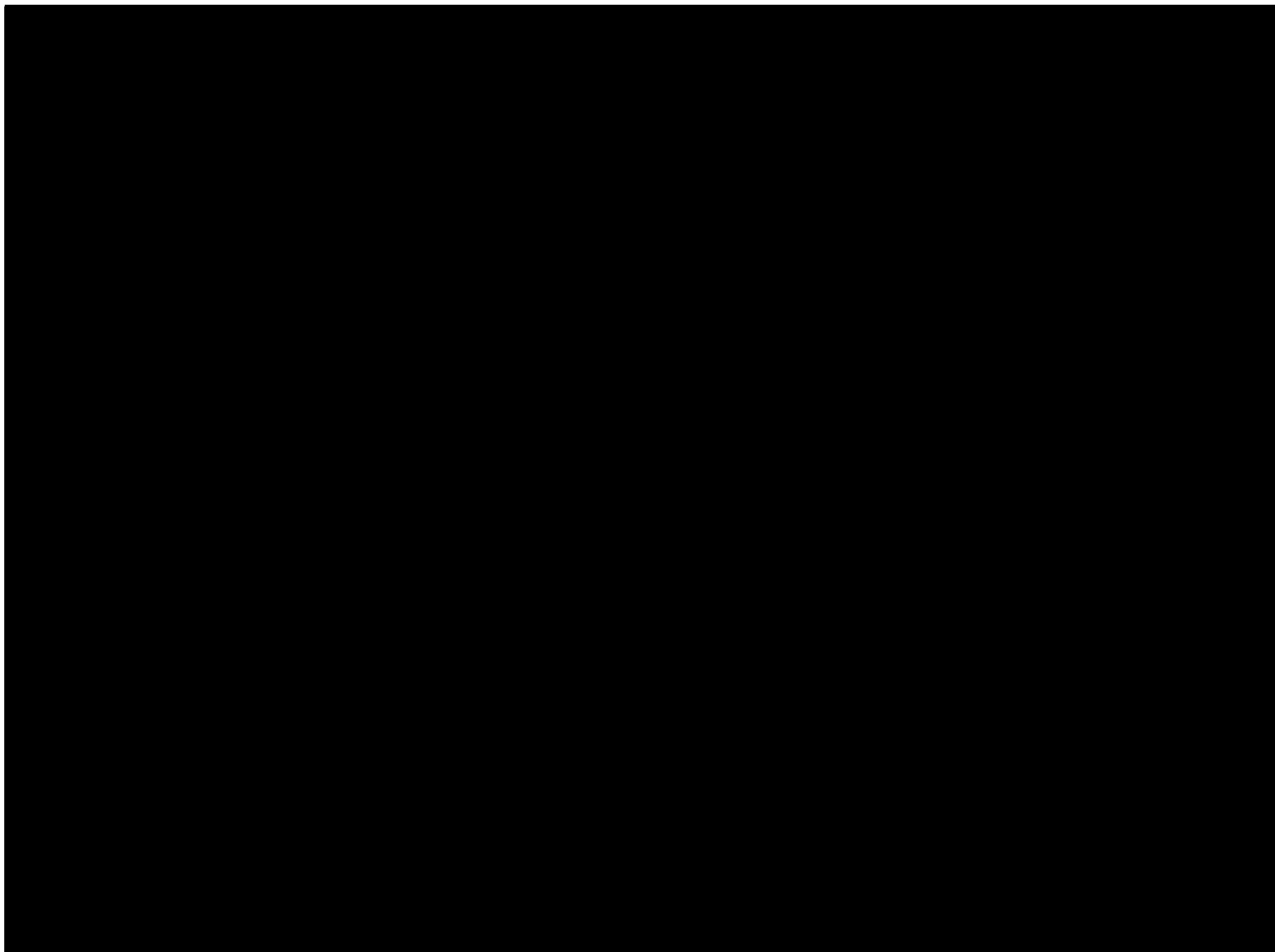




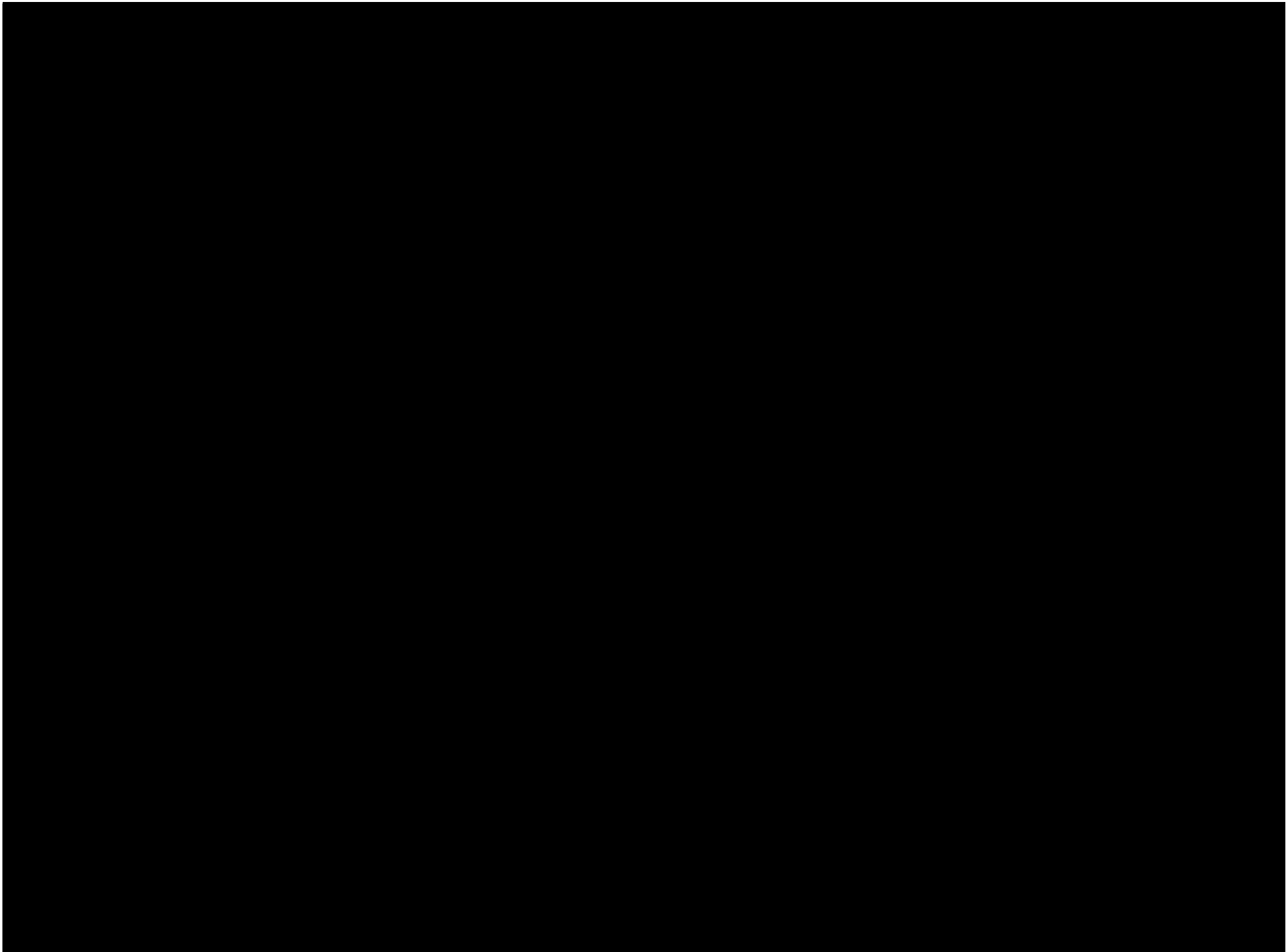




[Redacted Content]



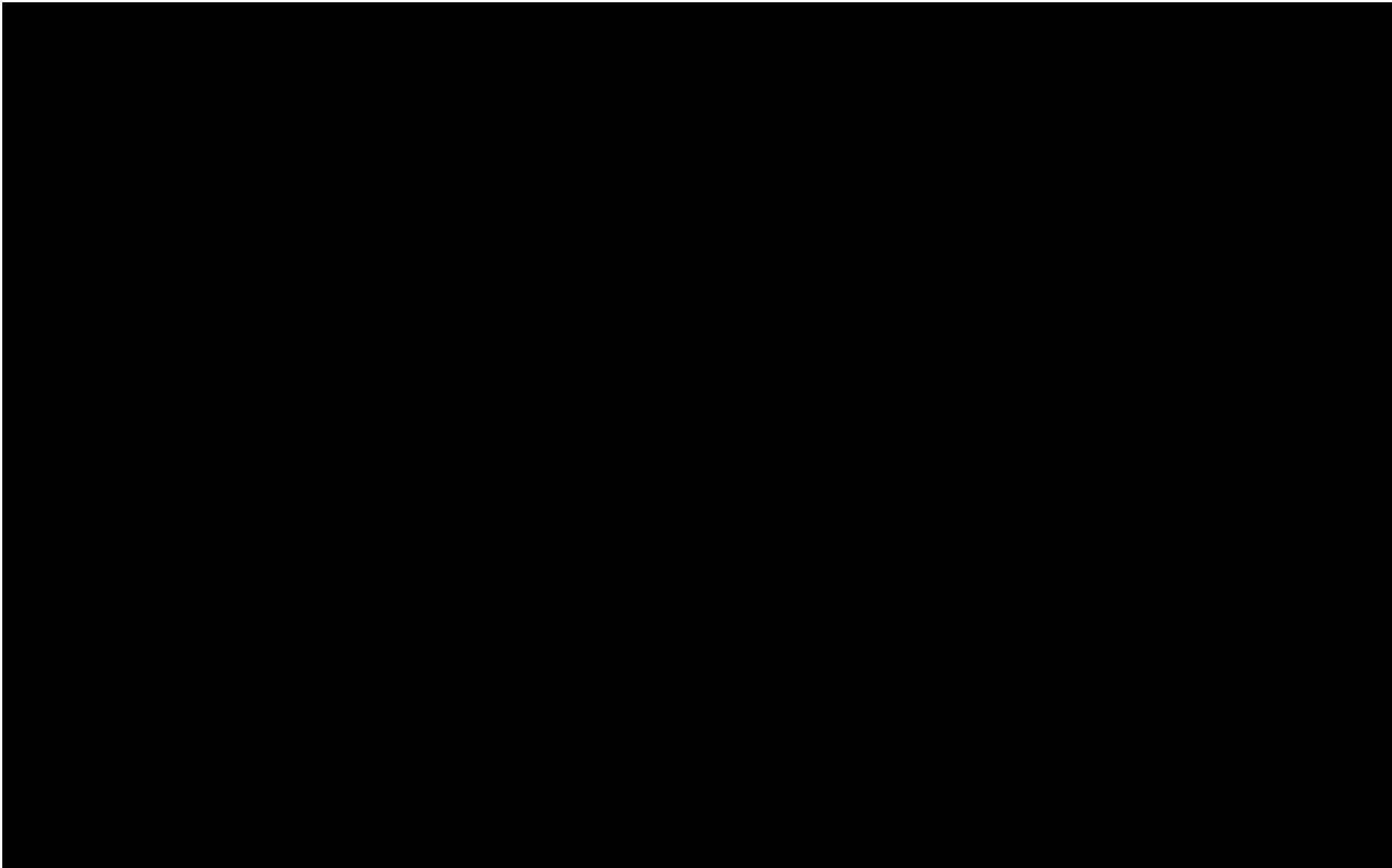




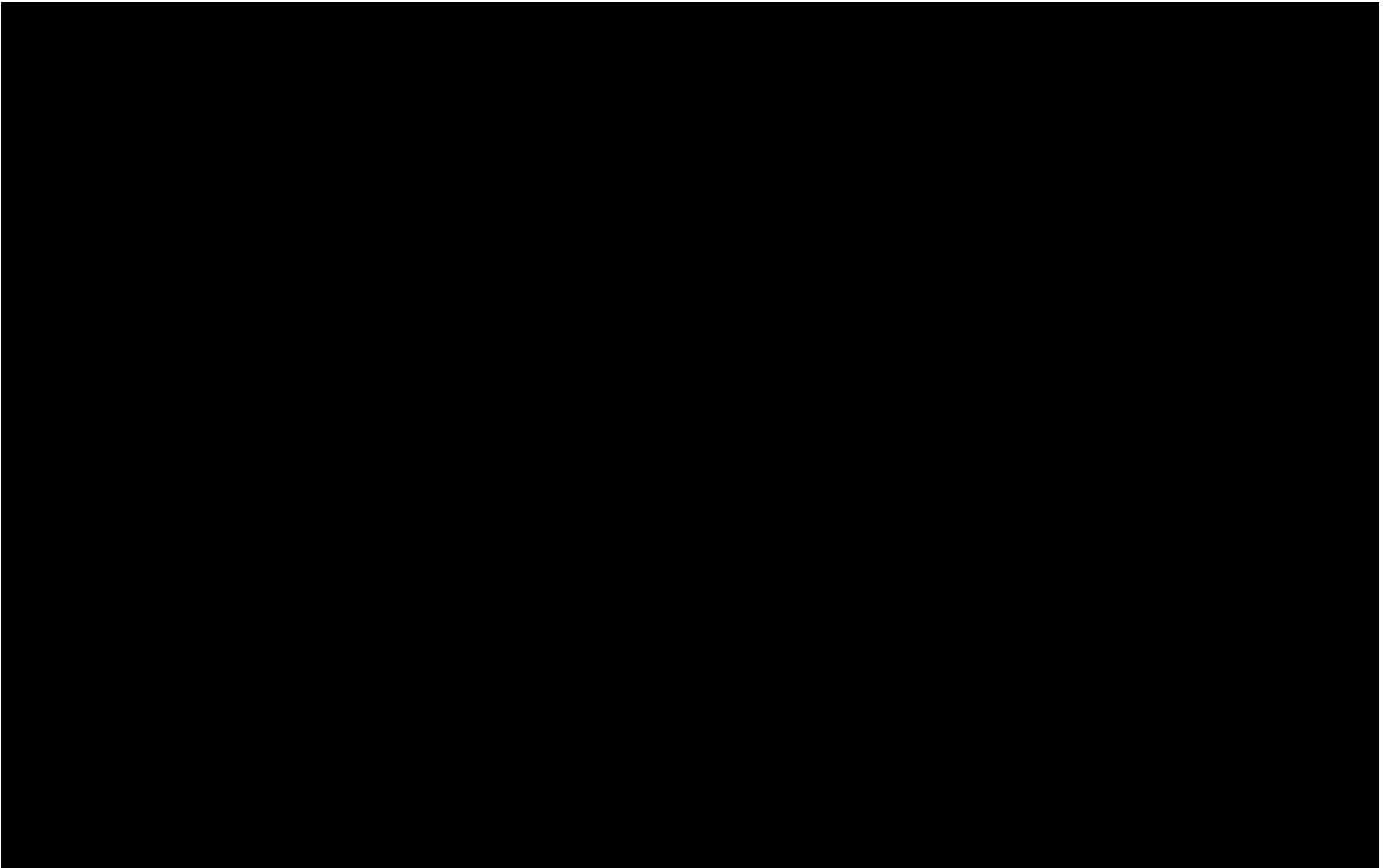
# QA/QC Program

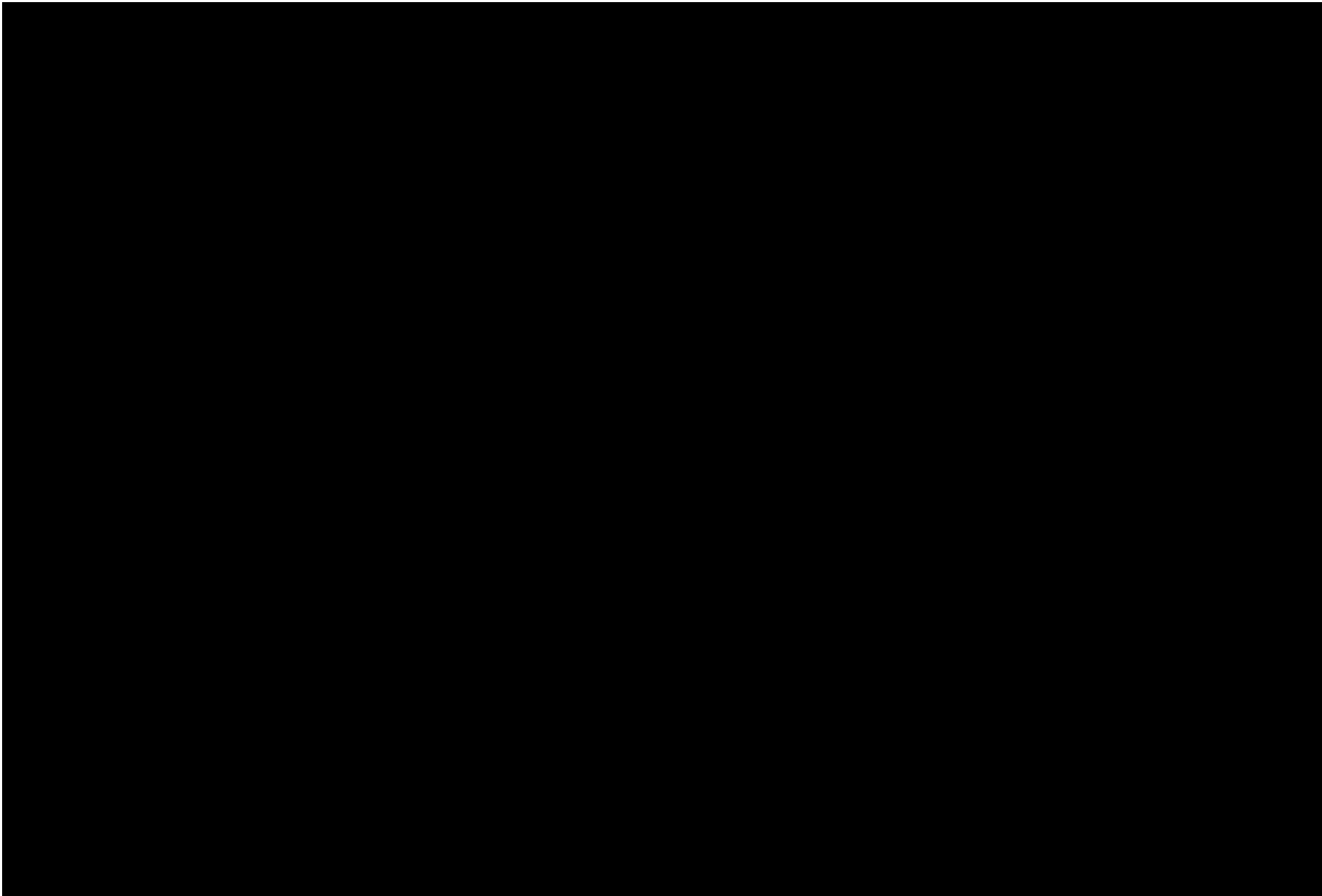
**FIELD SERVICES – ELEVATION PROJECT STATUS SUMMARY  
REPORT #1**

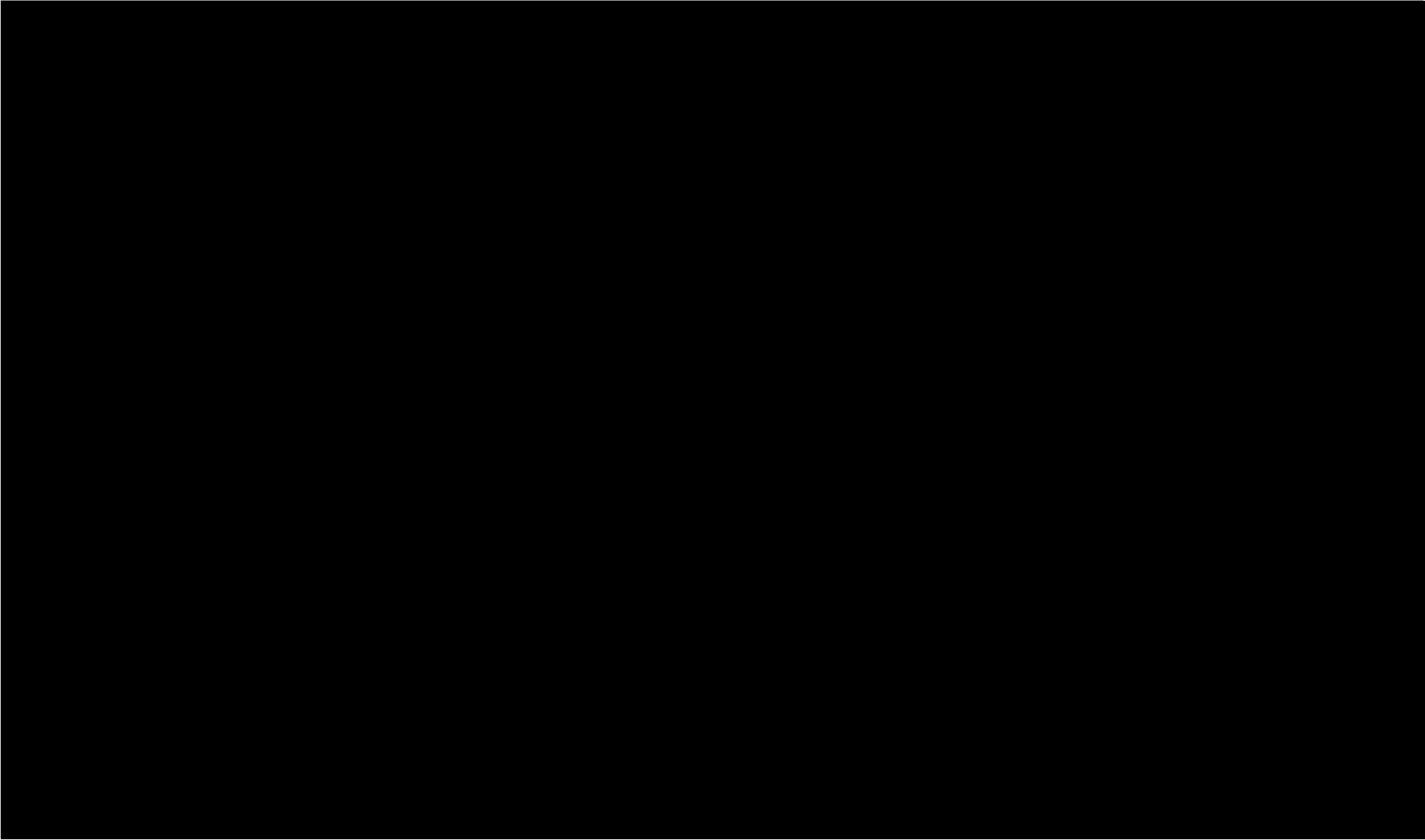
**Date: January 31, 2017**



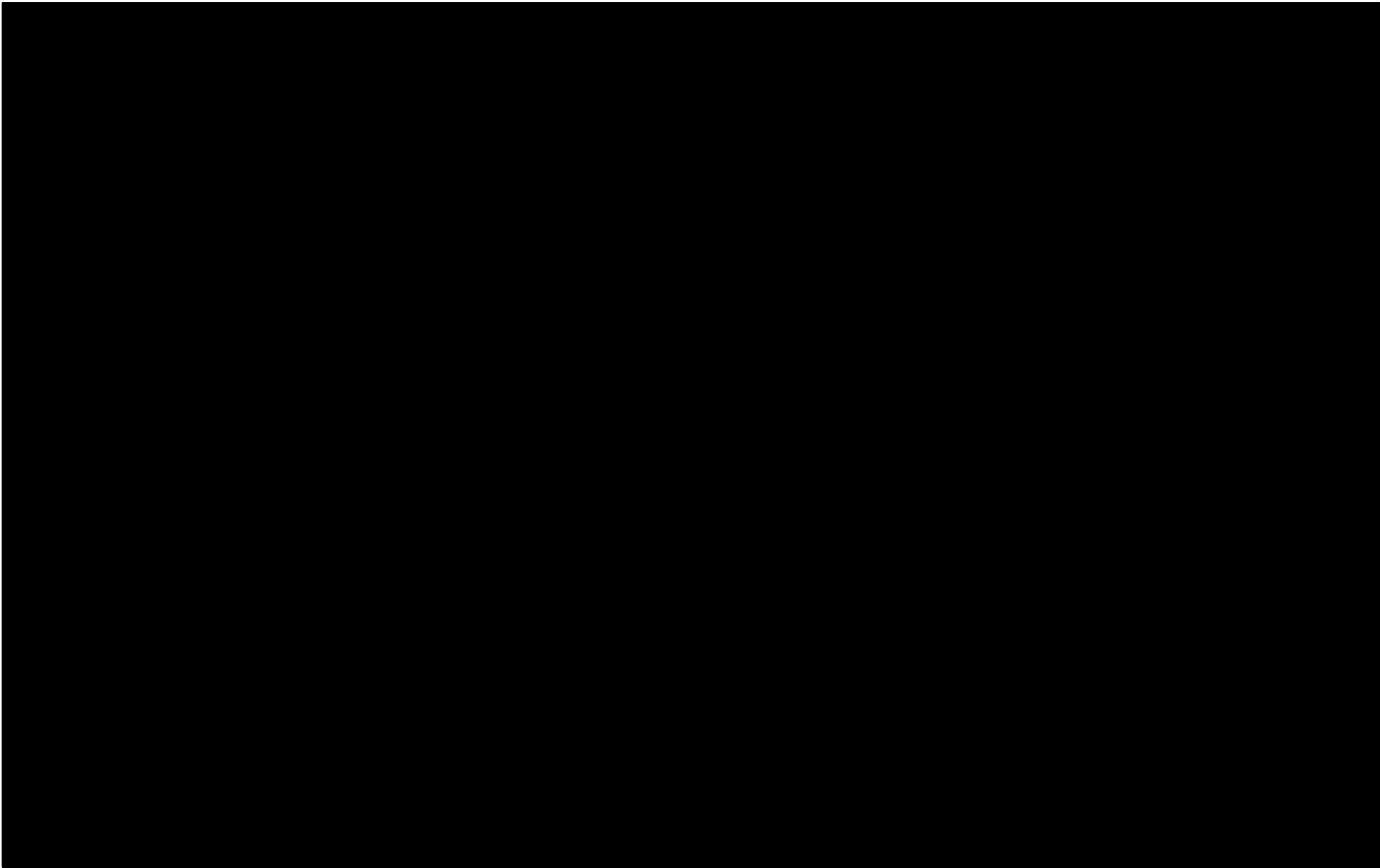




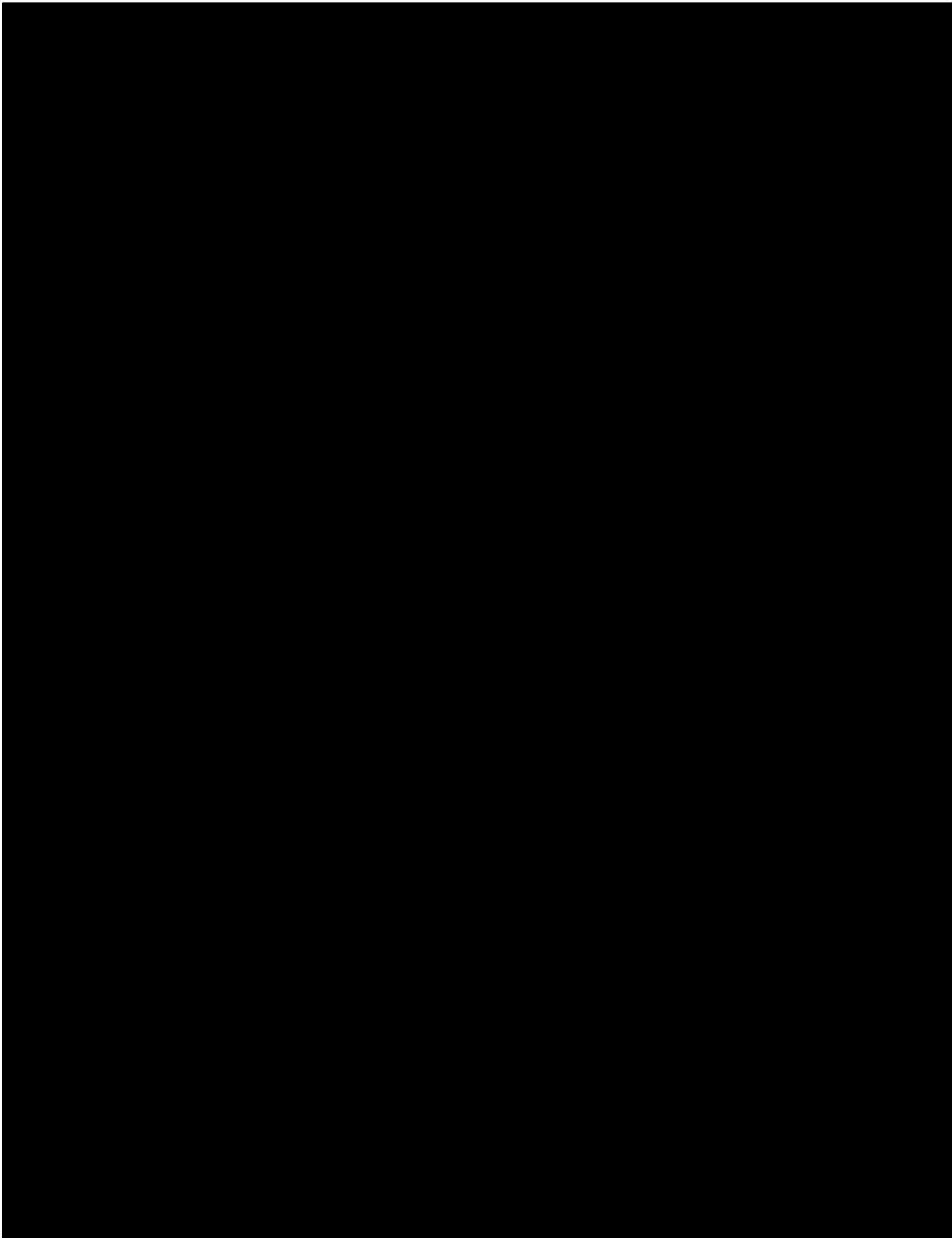


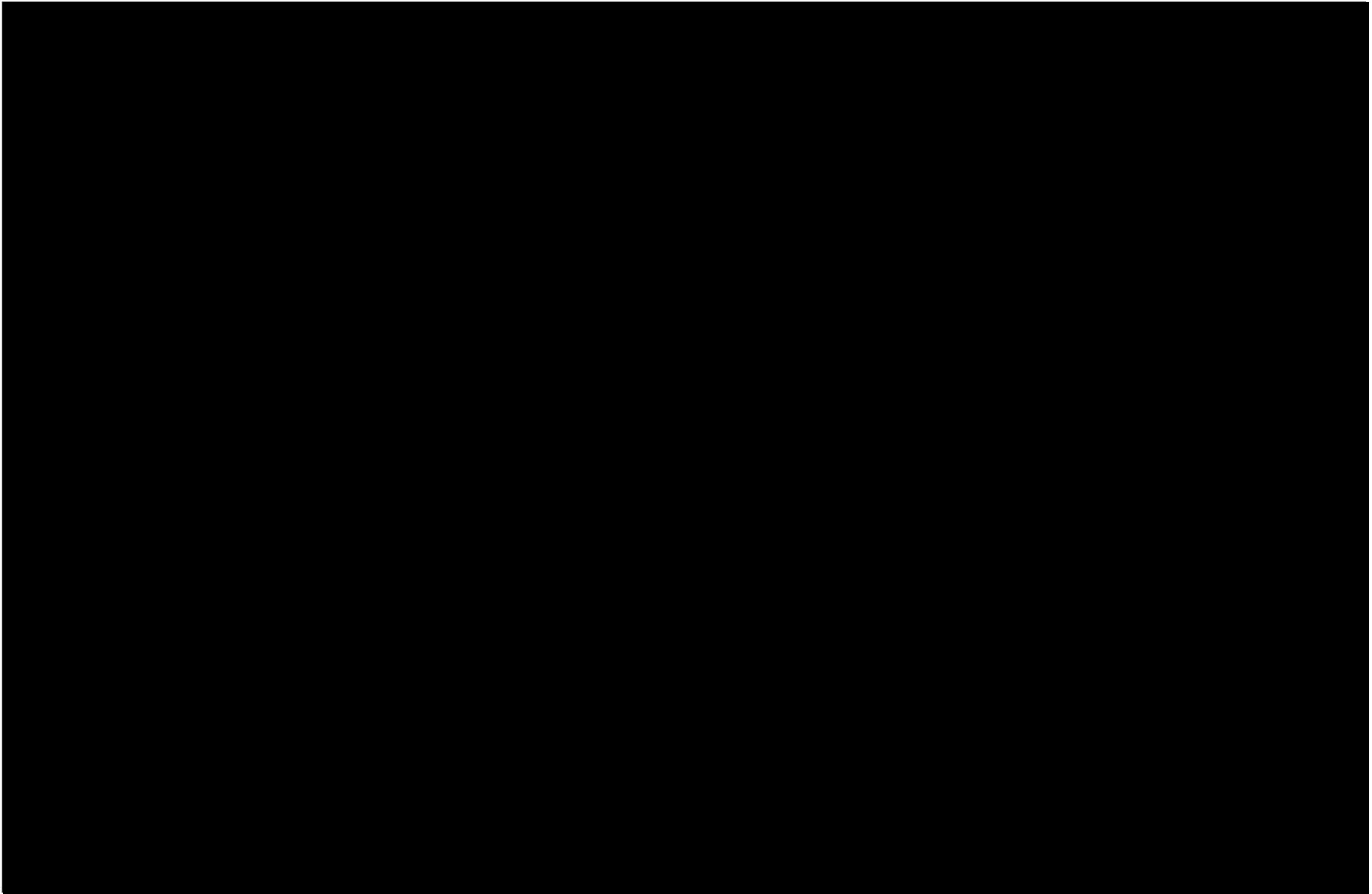




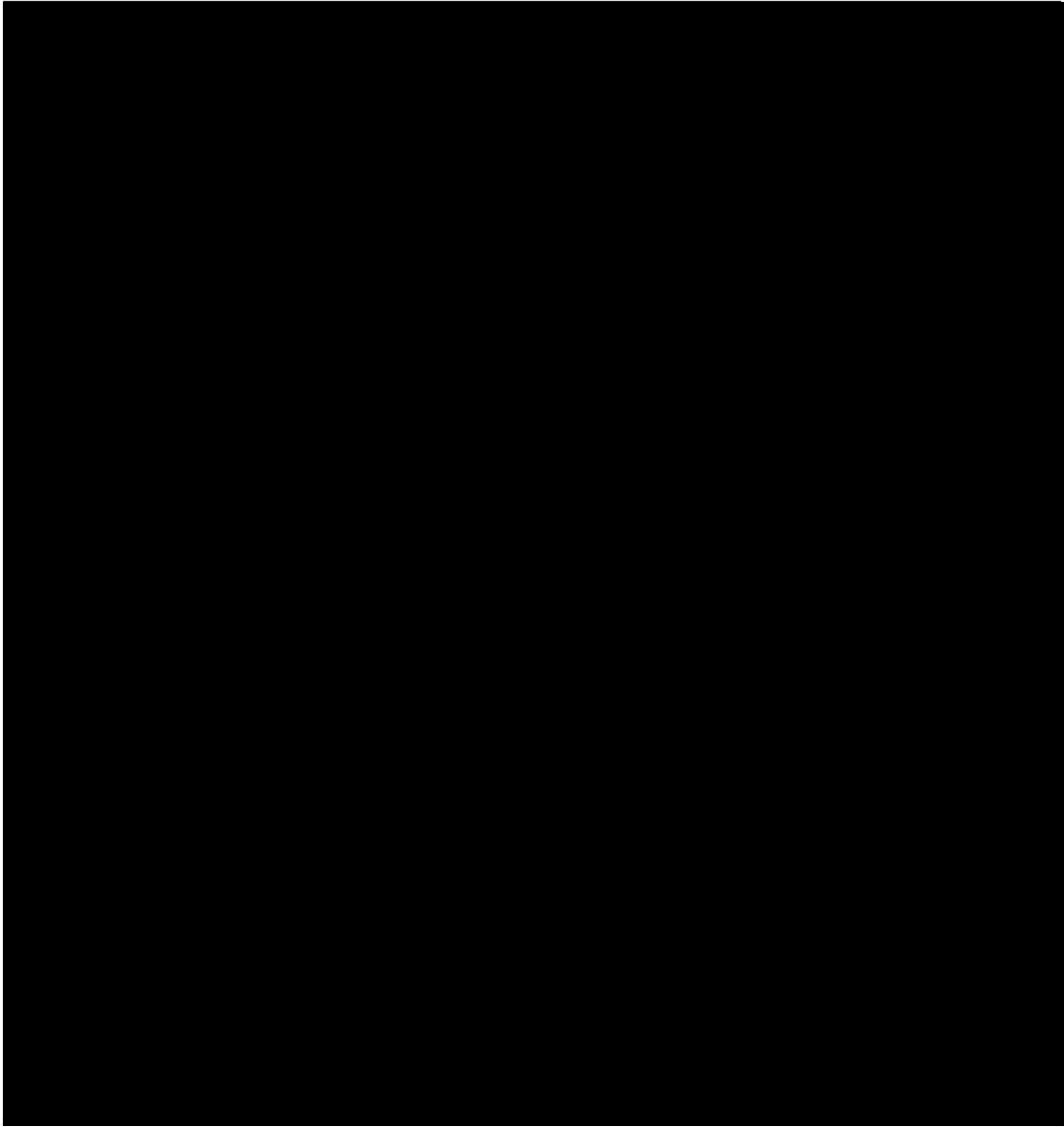


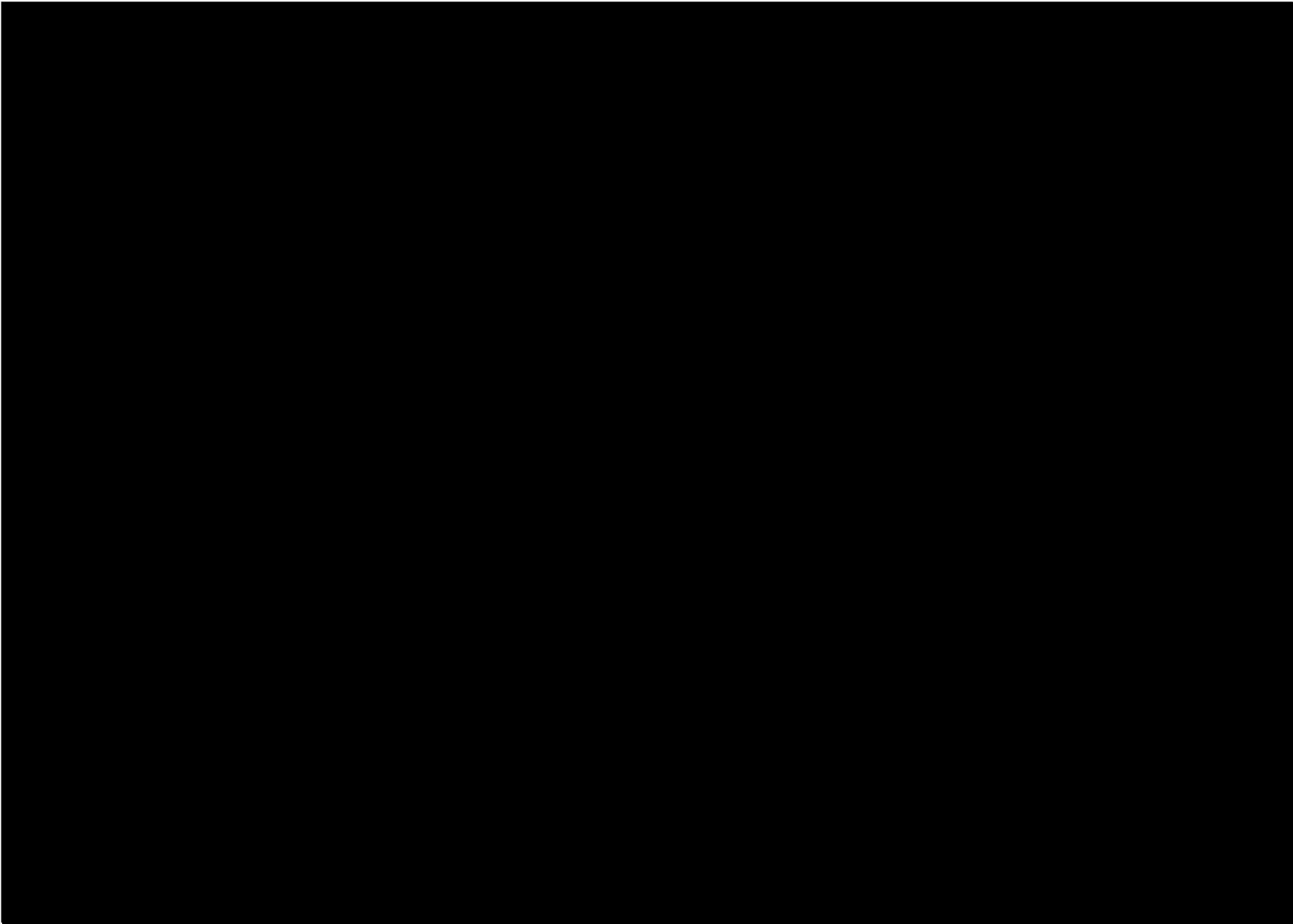
contractor labor.

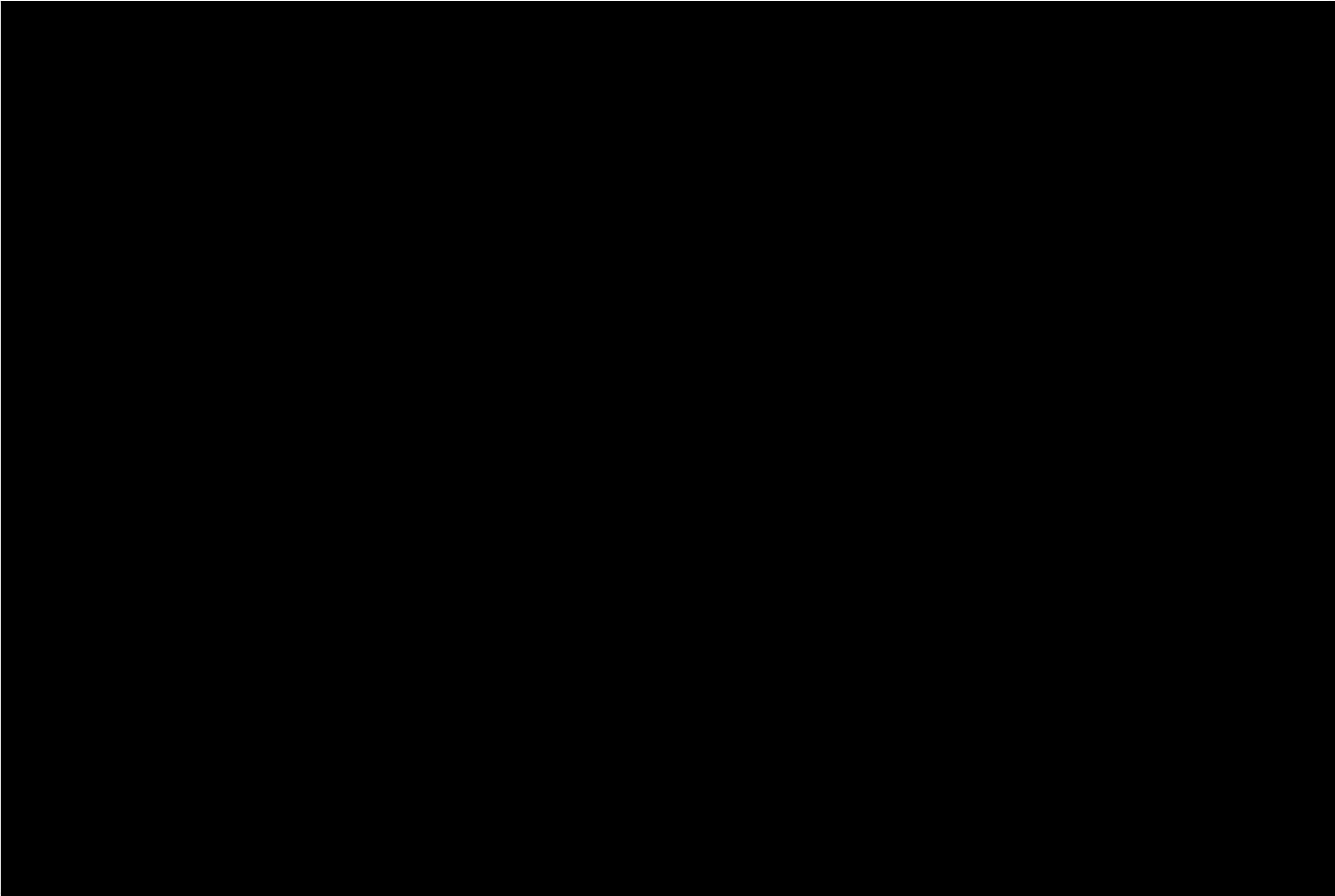




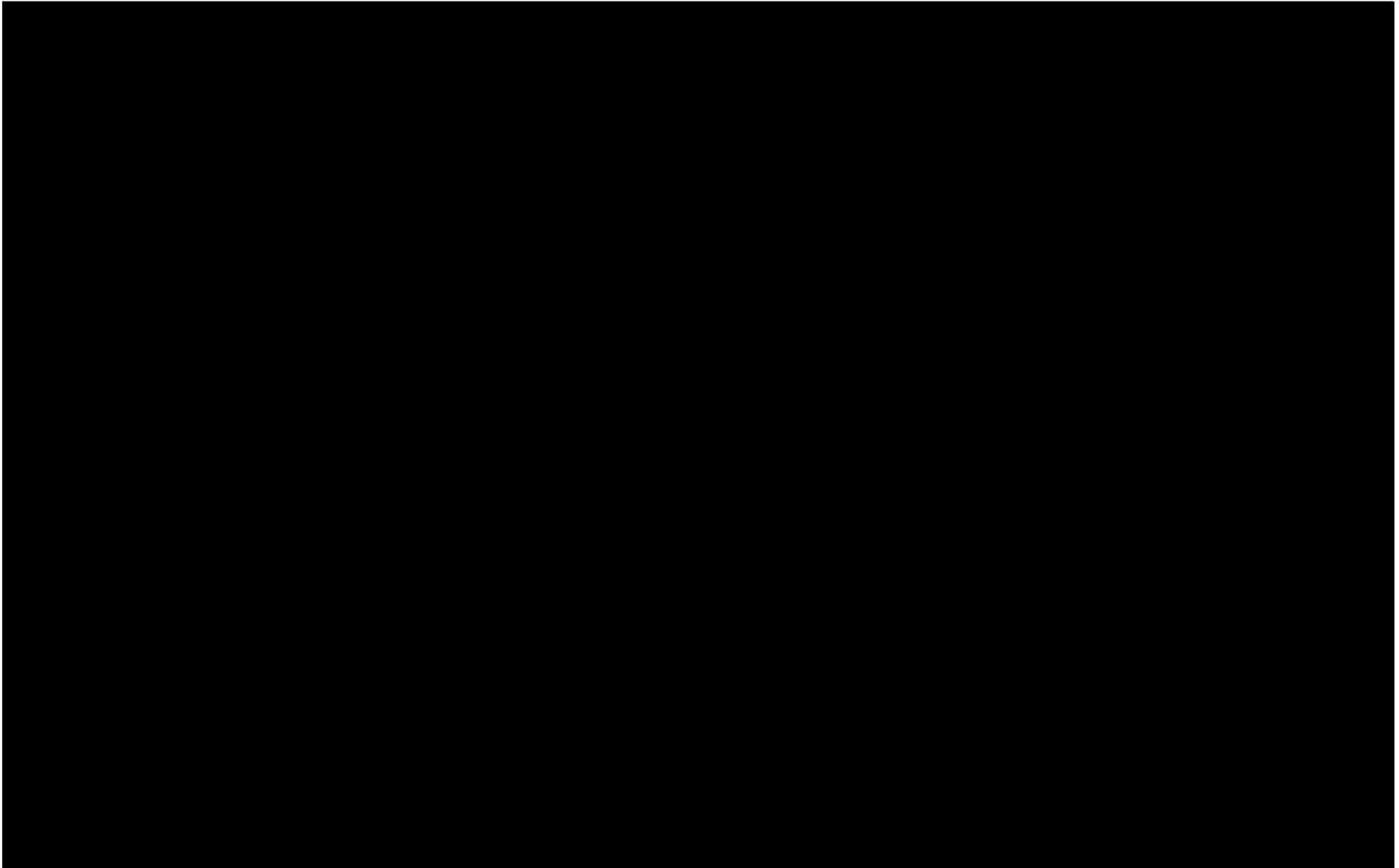


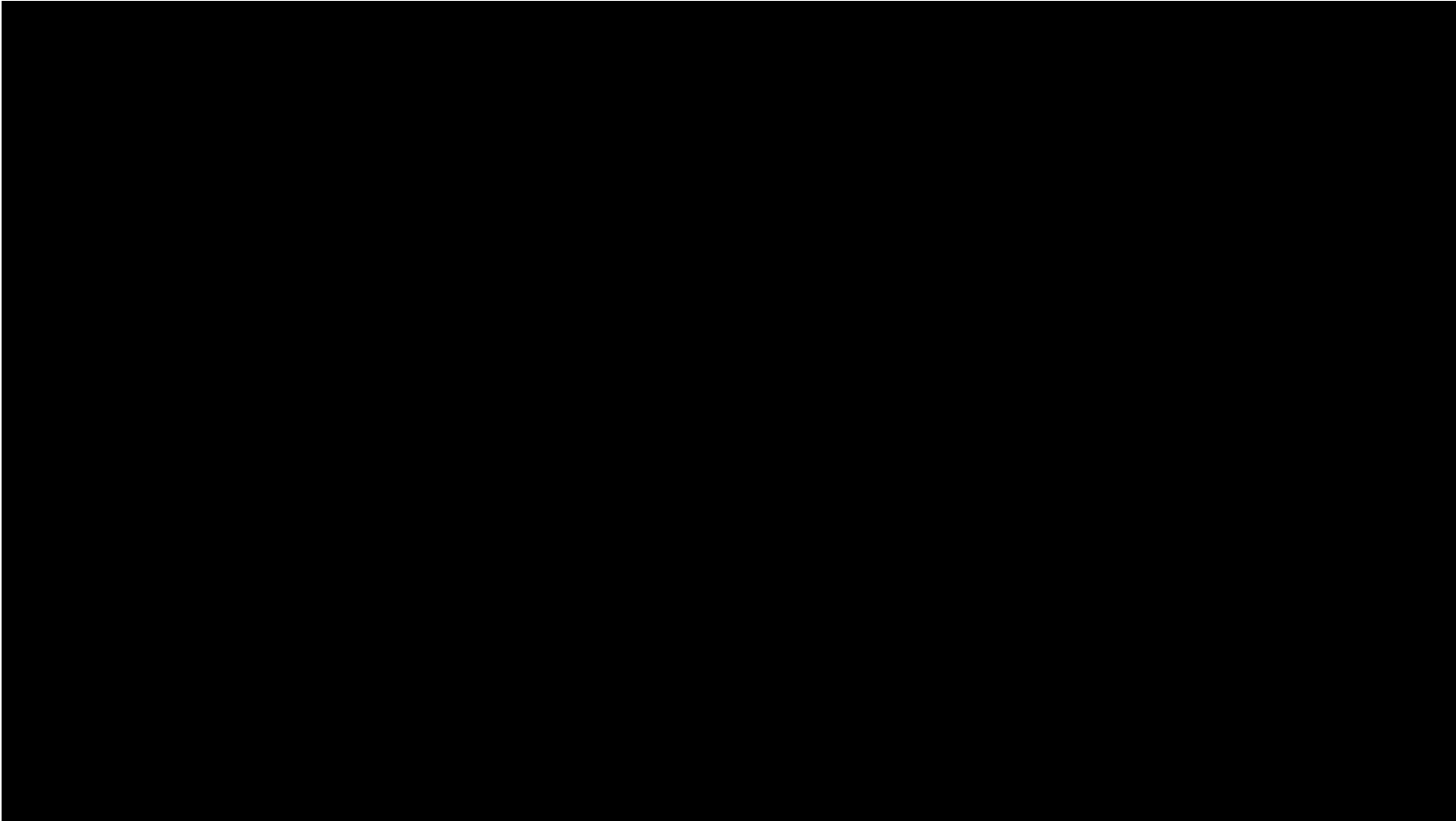


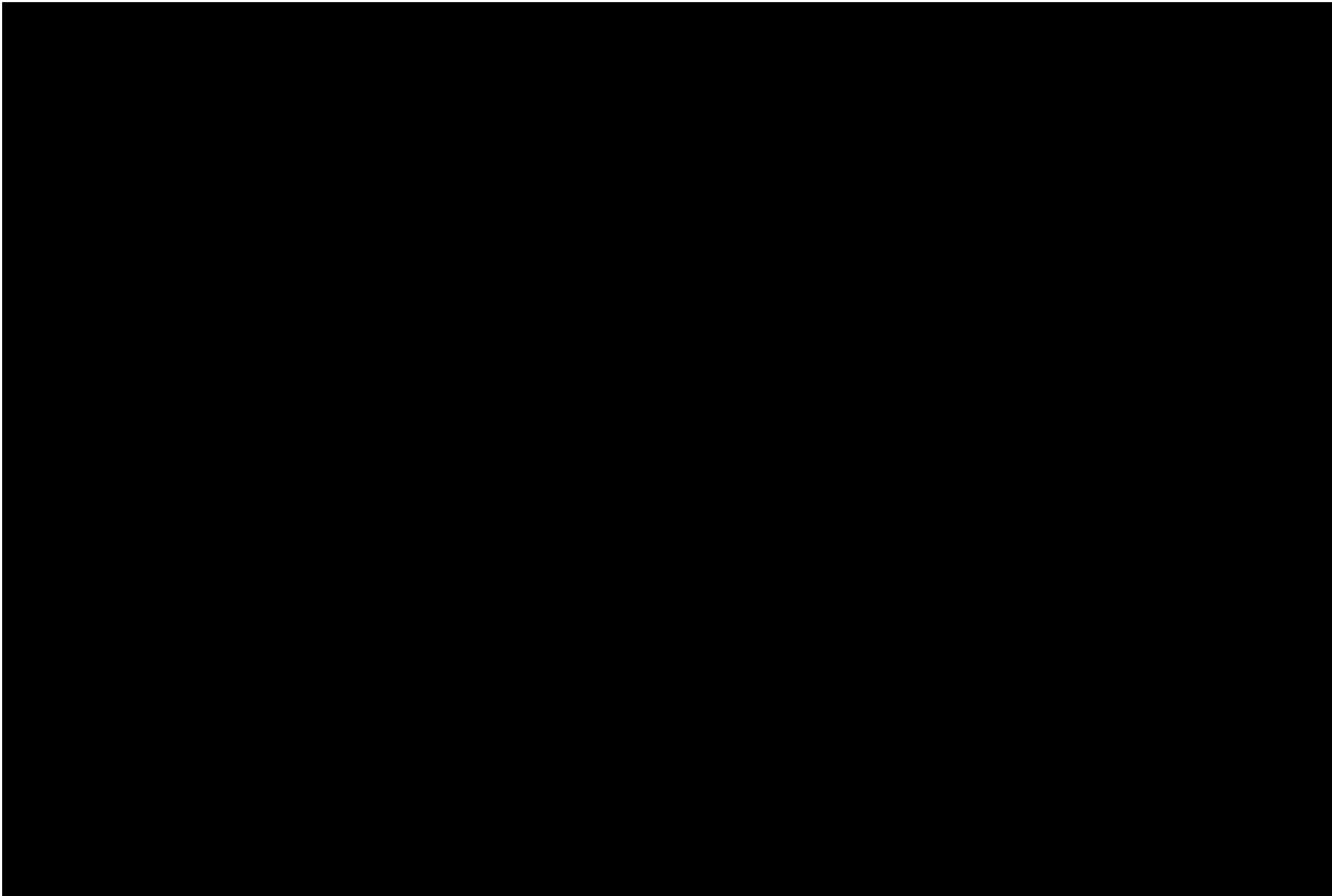




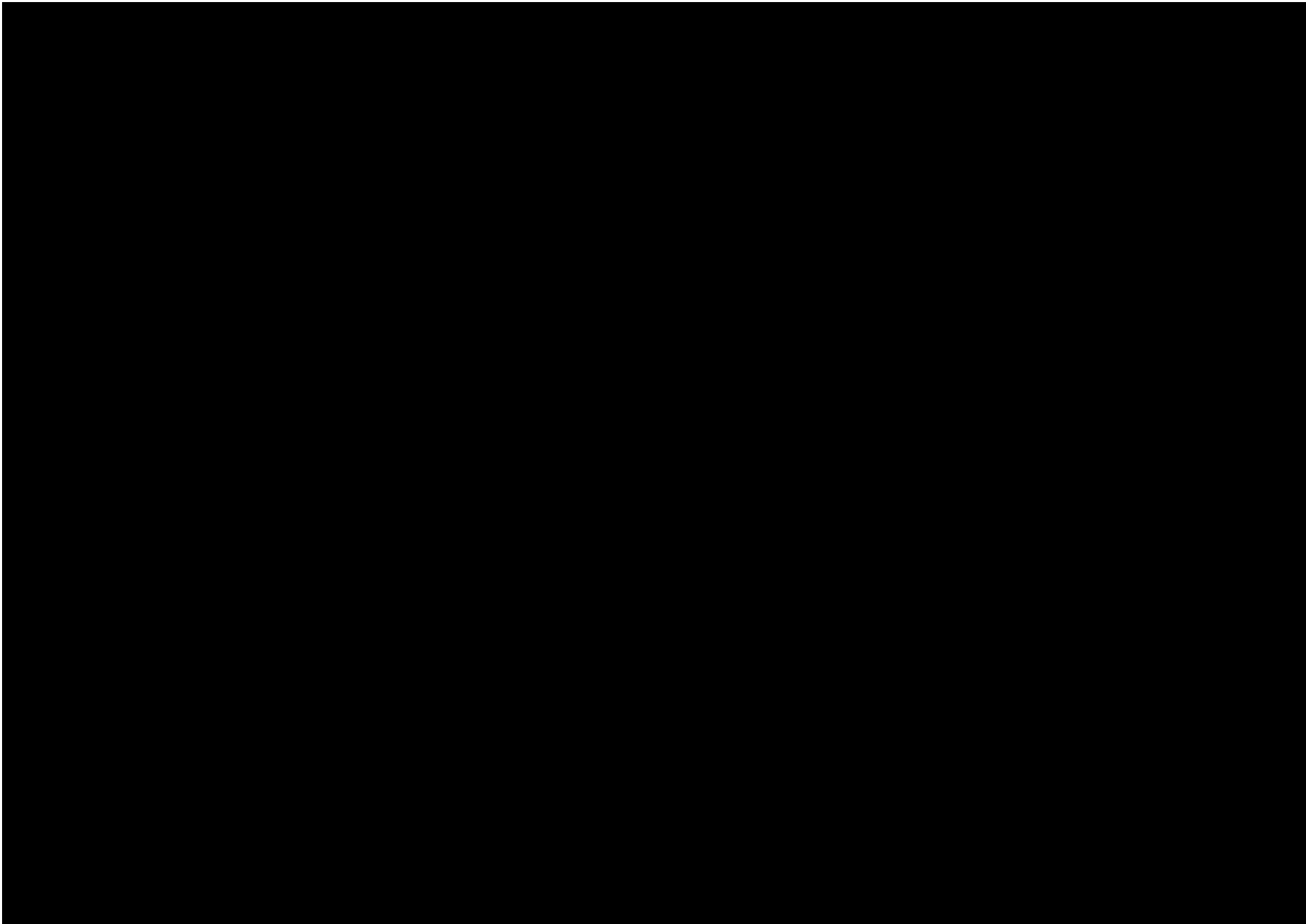


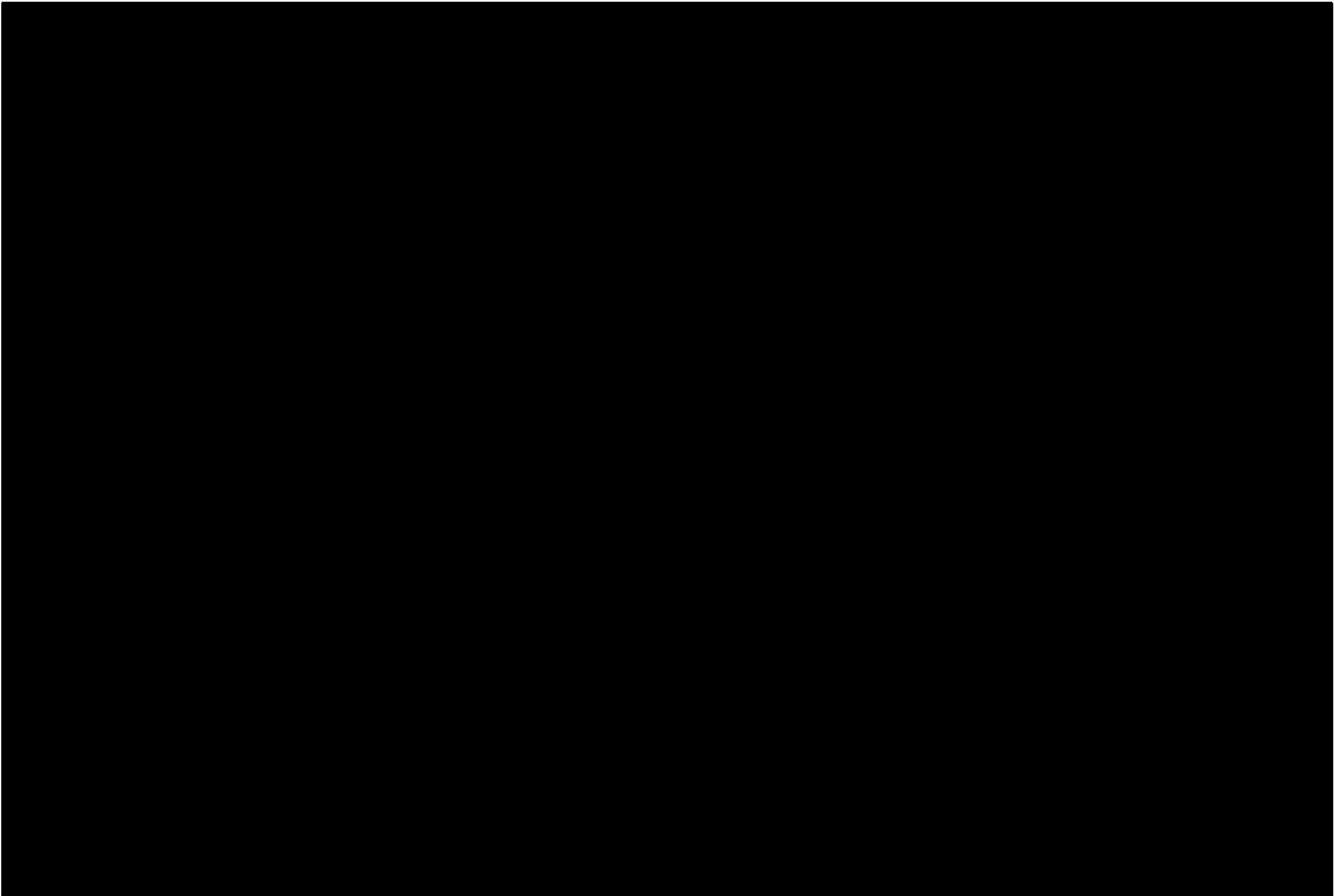


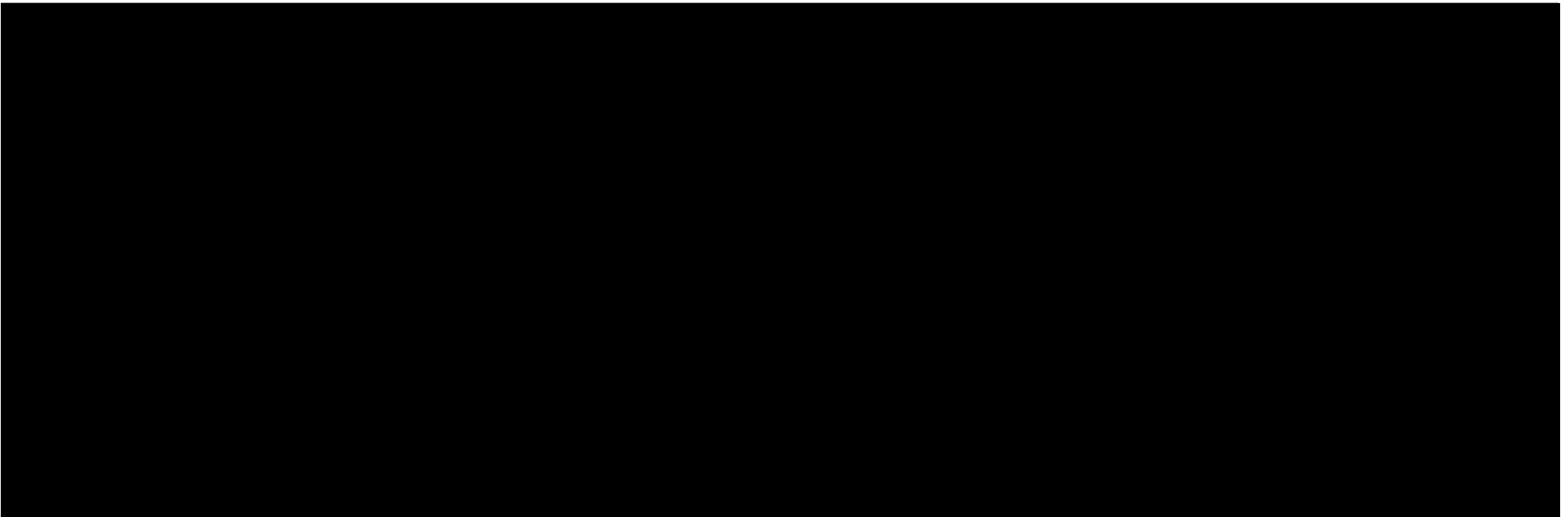
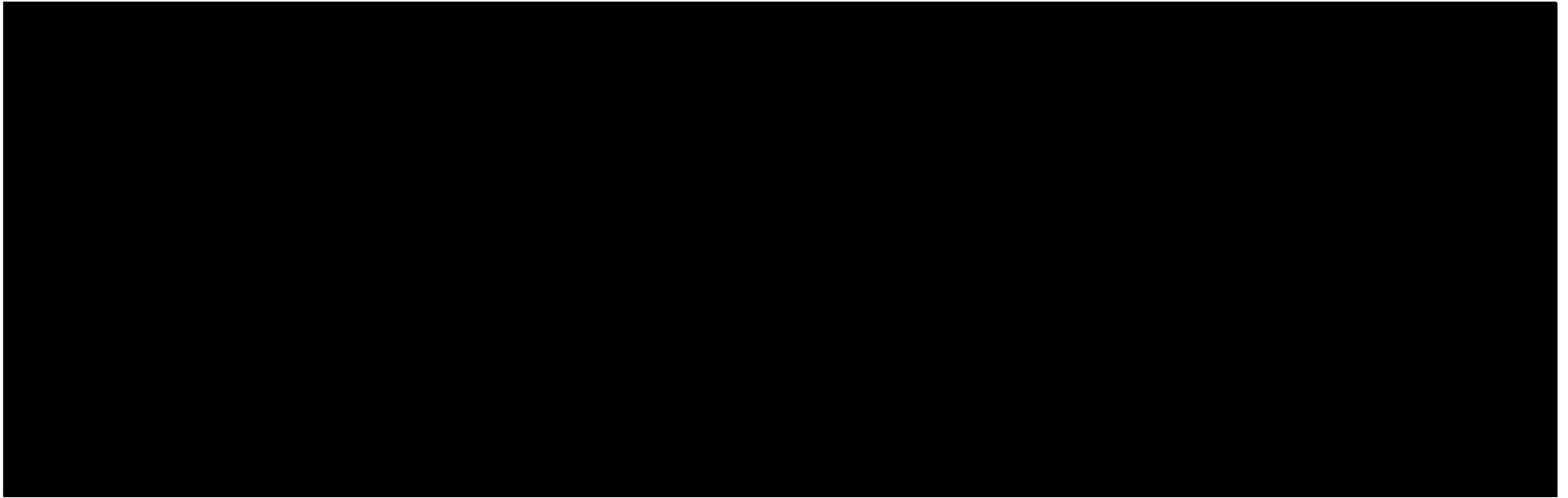










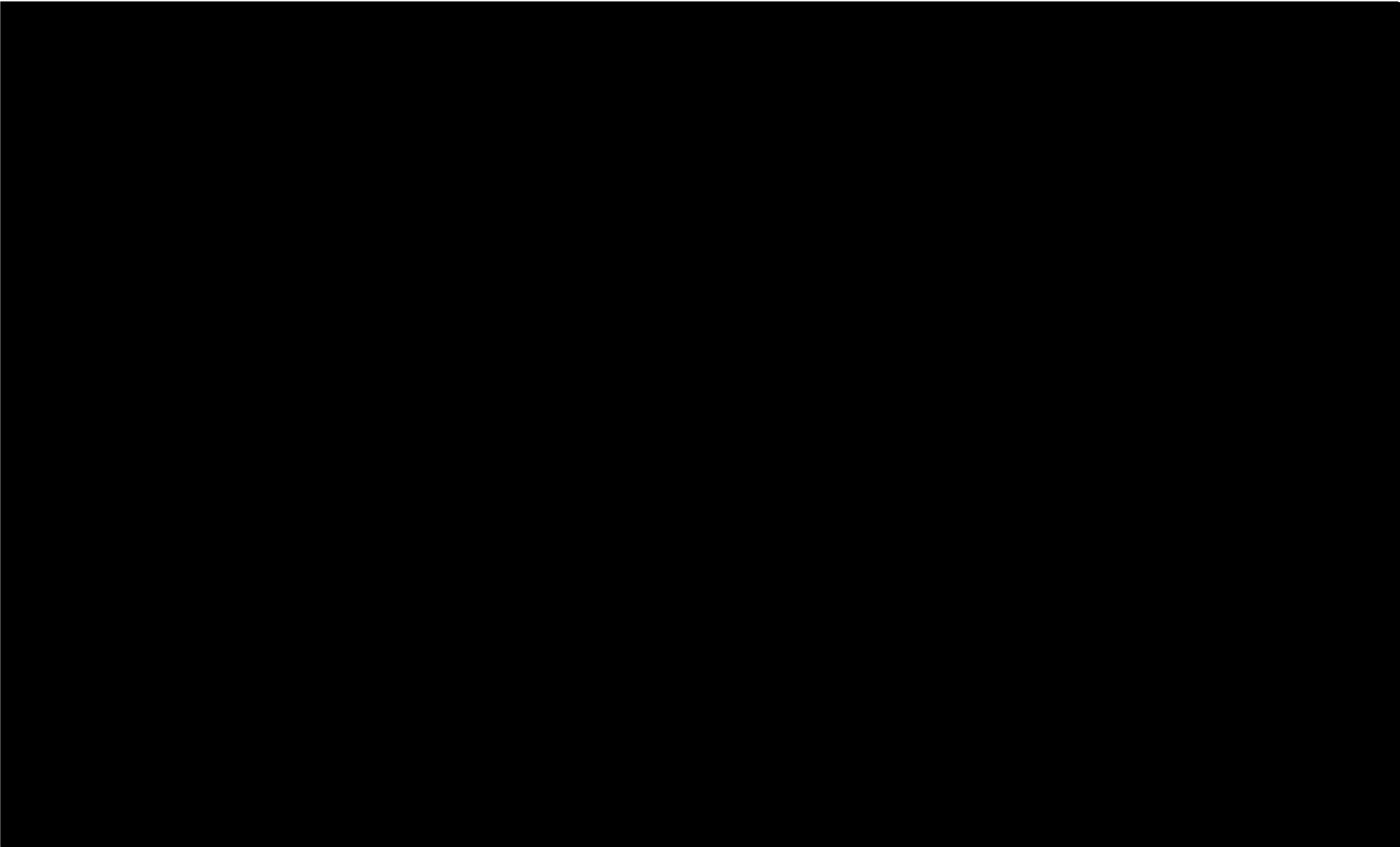


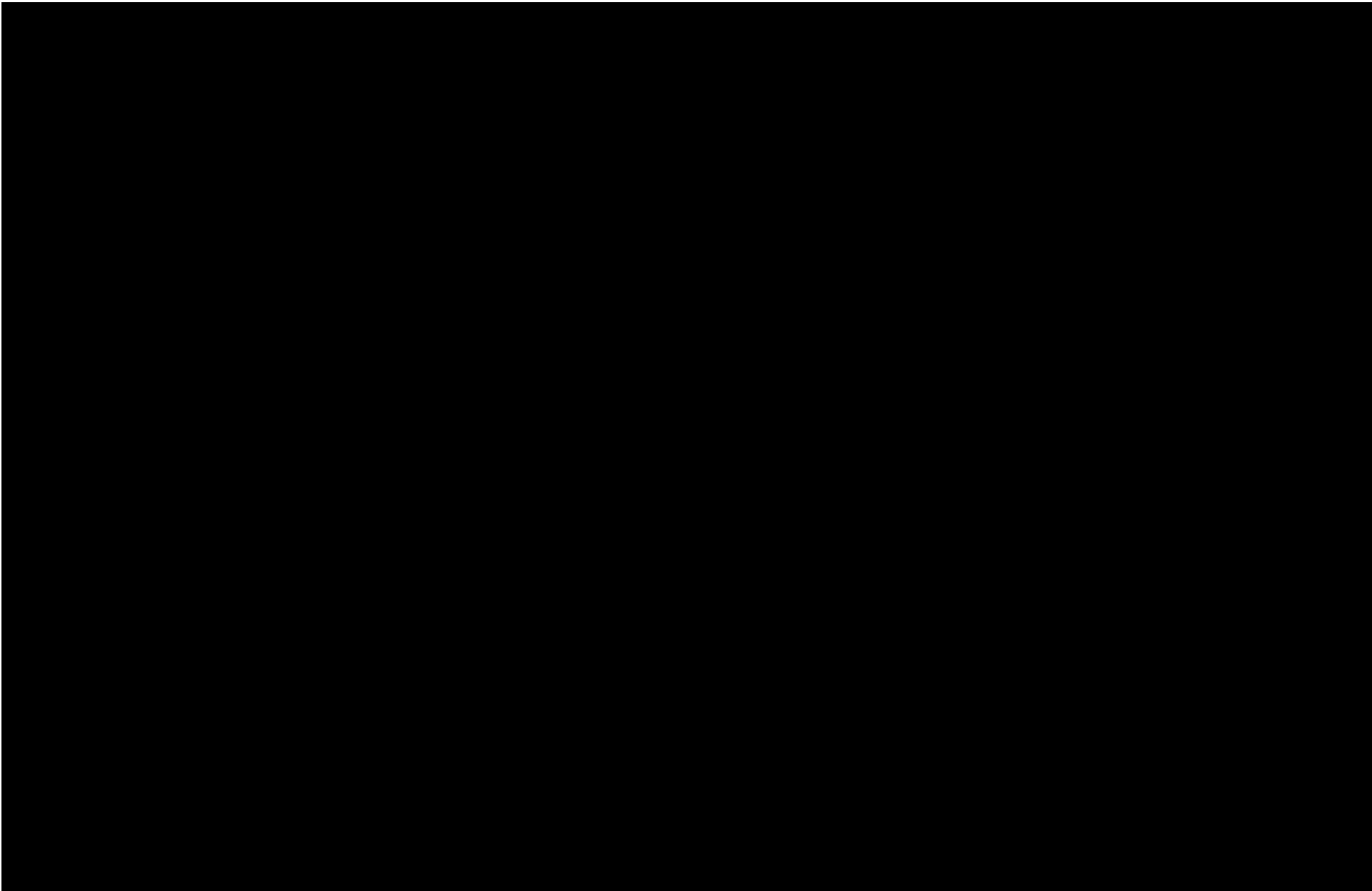


# QA/QC Program

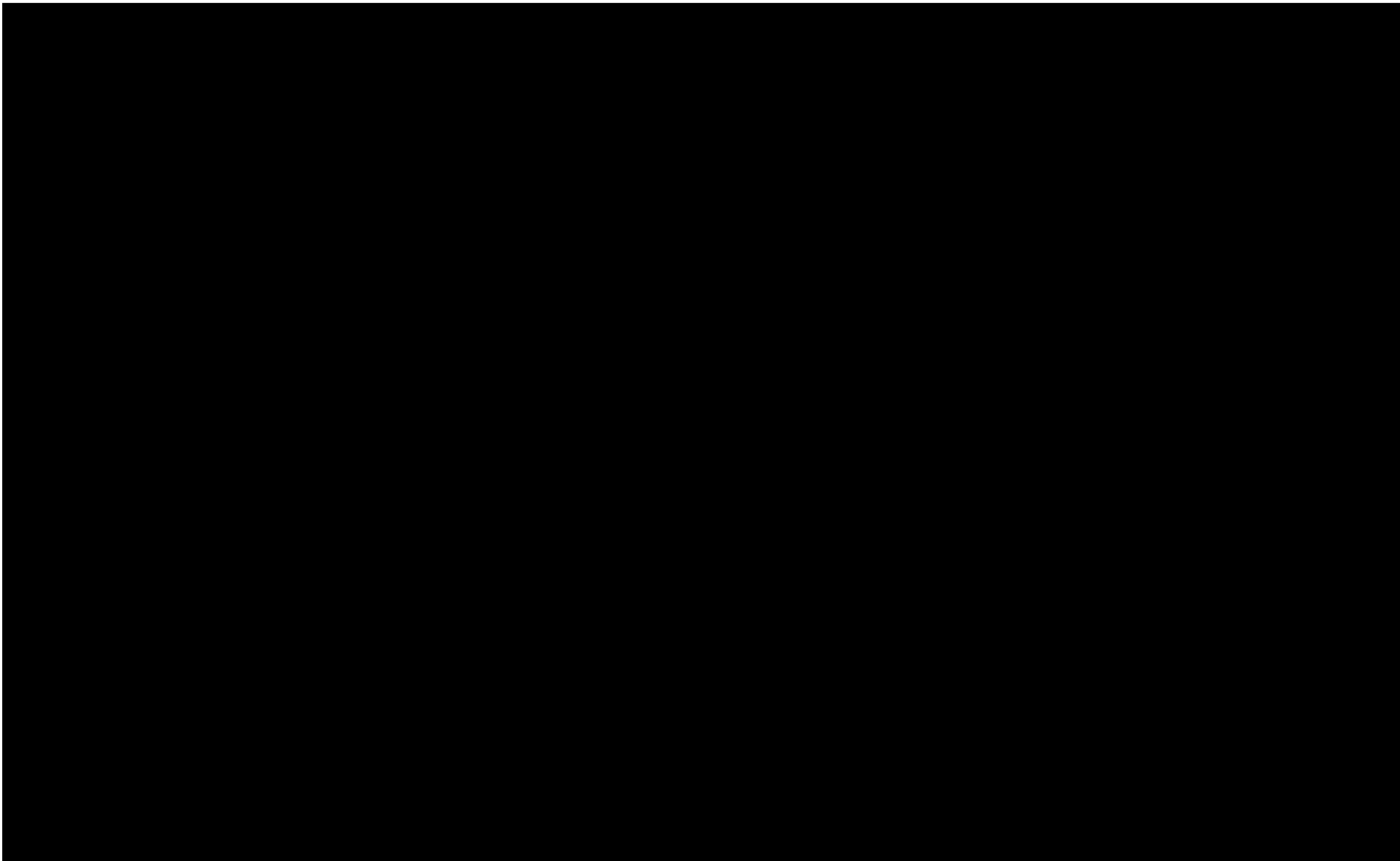
## **INSPECTION SERVICES – INSPECTION FILE REVIEW REPORT #1**

**Period of Review: January 1, 2017 – January 31, 2017**

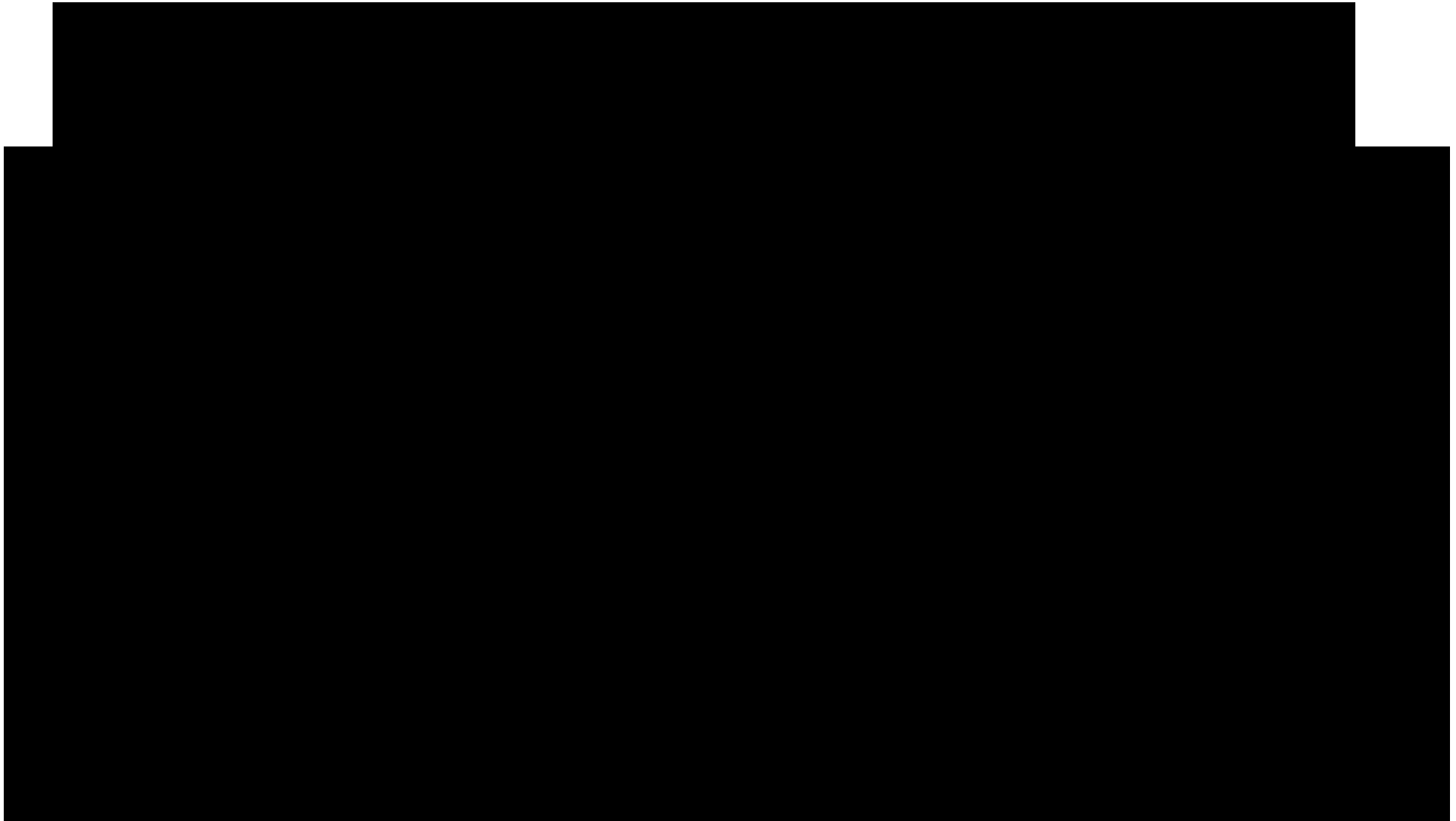


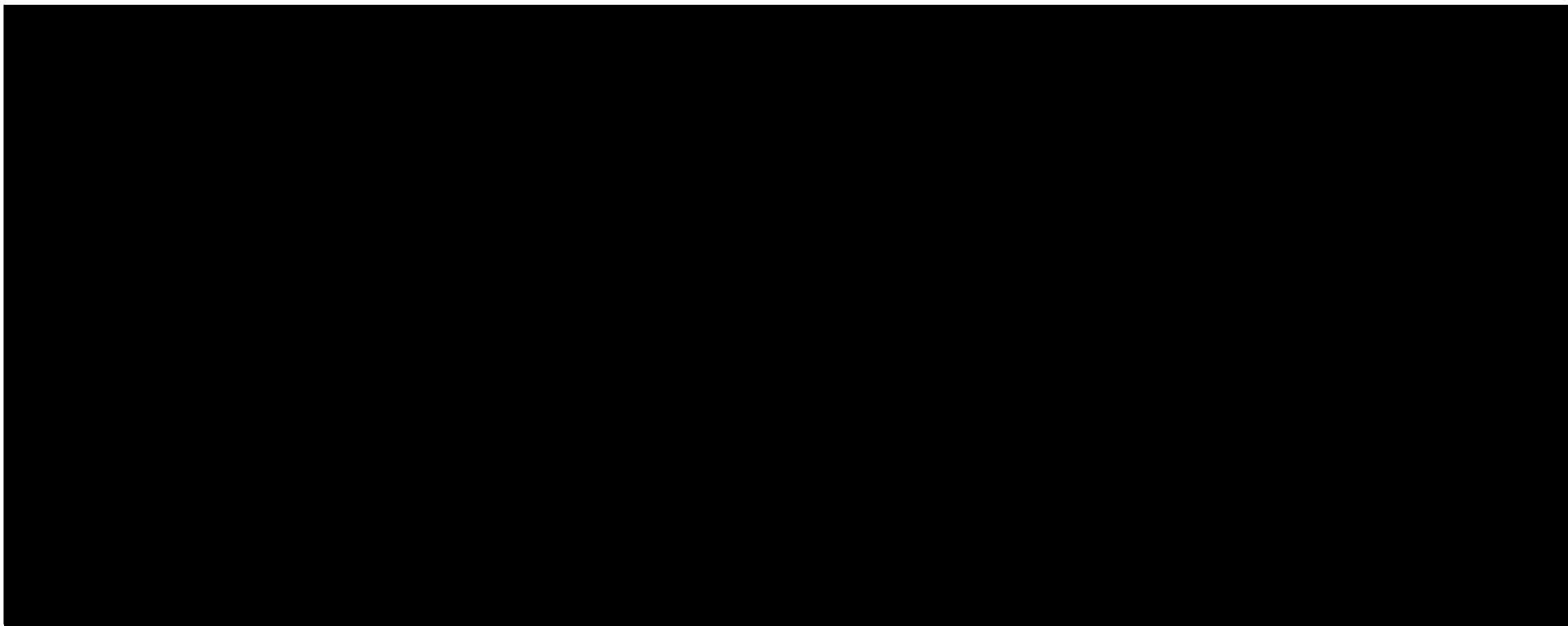






■ quadrant chart below provides the risk assessments for the highest risk scores identified from inspection complete files that were reviewed between January 1 and January 31, 2017.





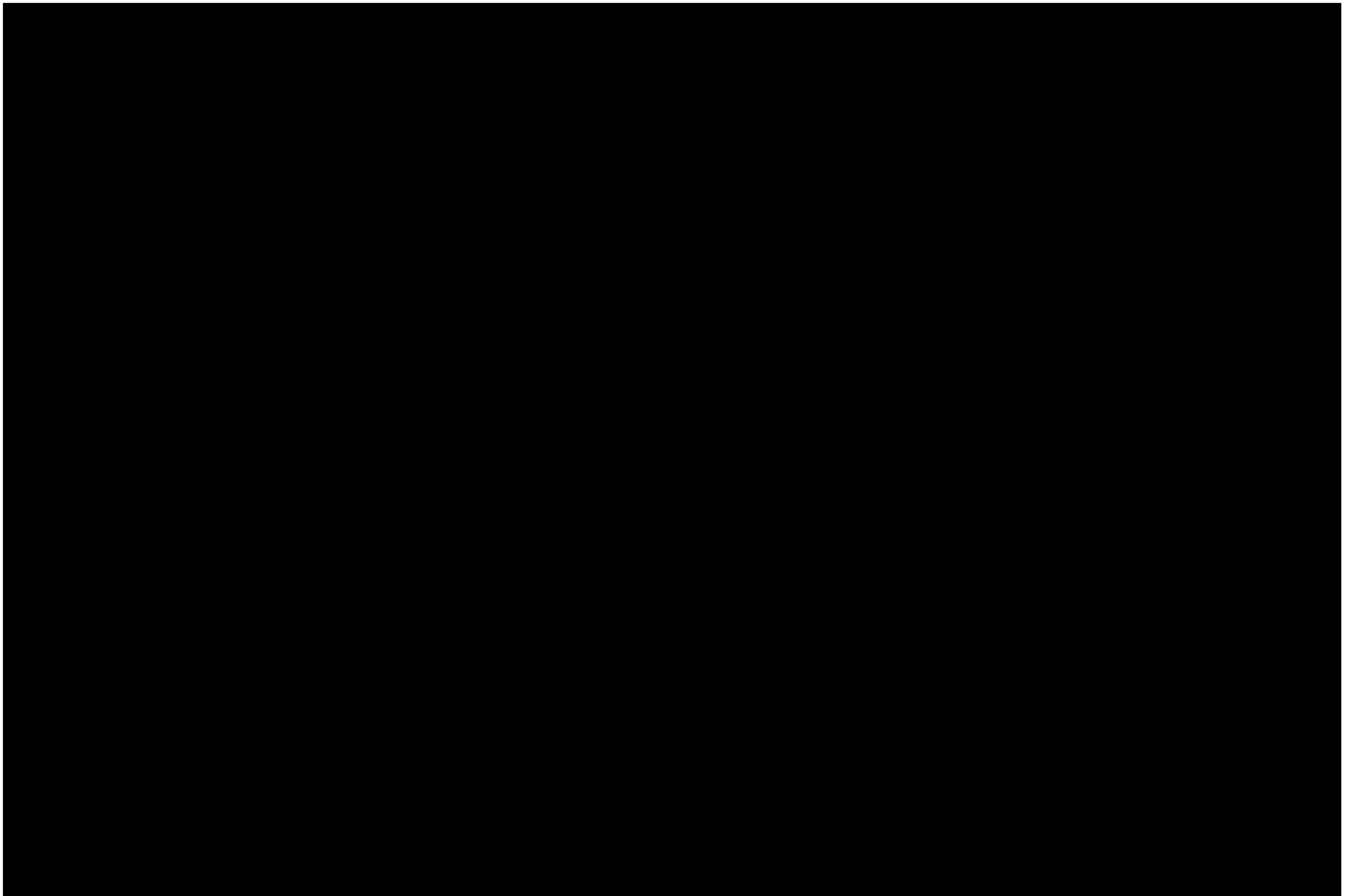


# QA/QC Program

---

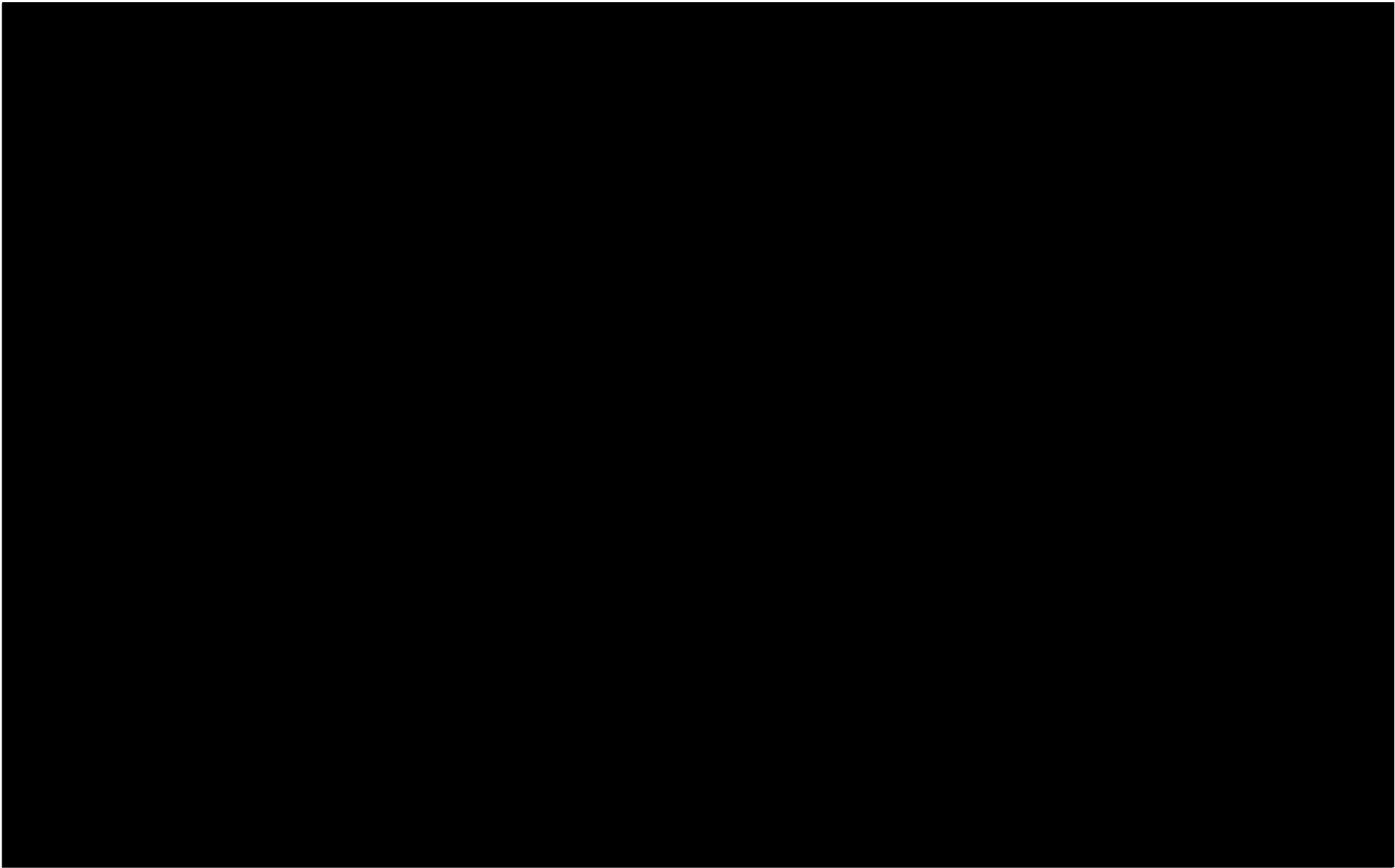
## **INSPECTION SERVICES – INSPECTION OBSERVATIONS REPORT #1**

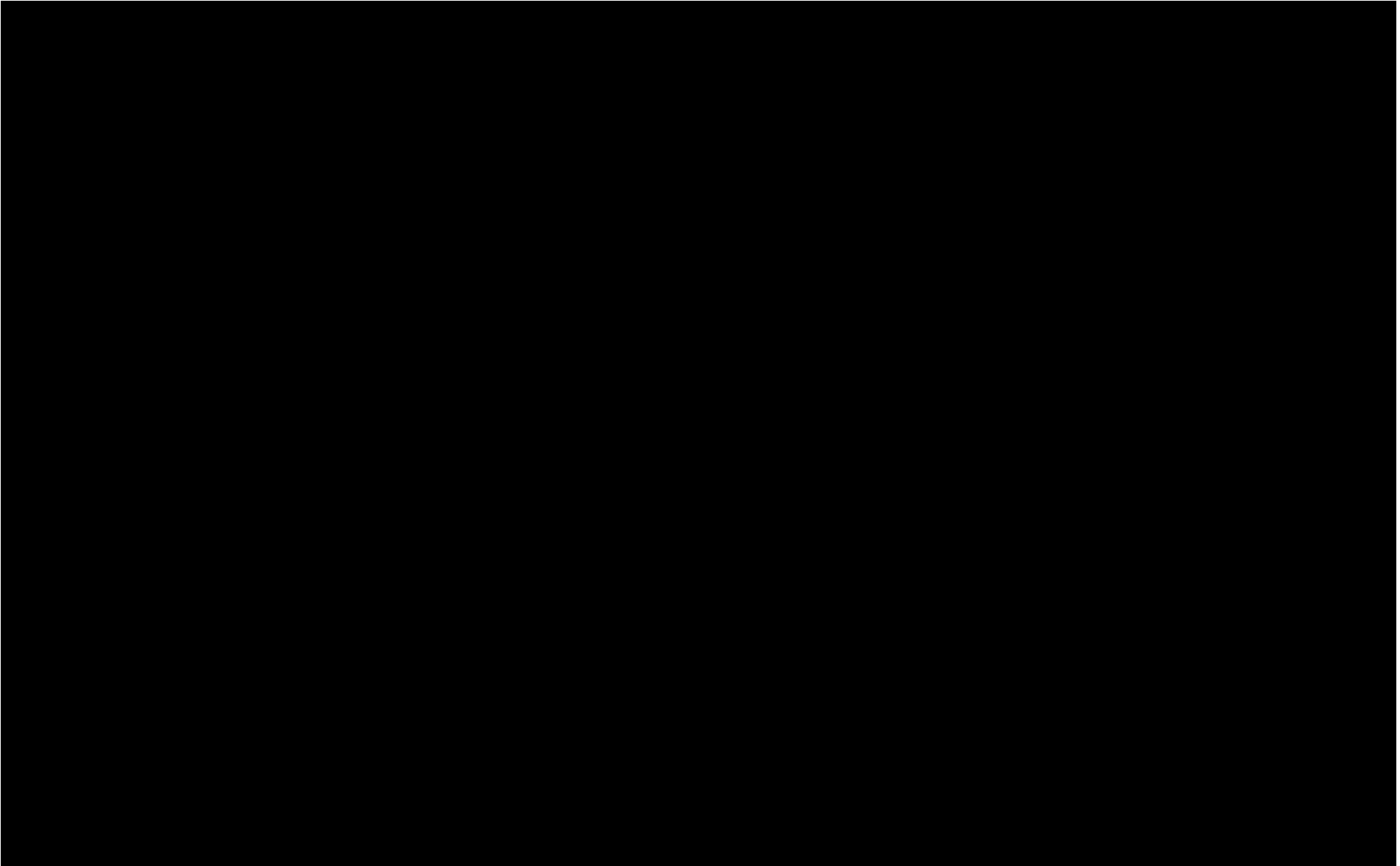
**Period of Review: January 1, 2017 – January 31, 2017**

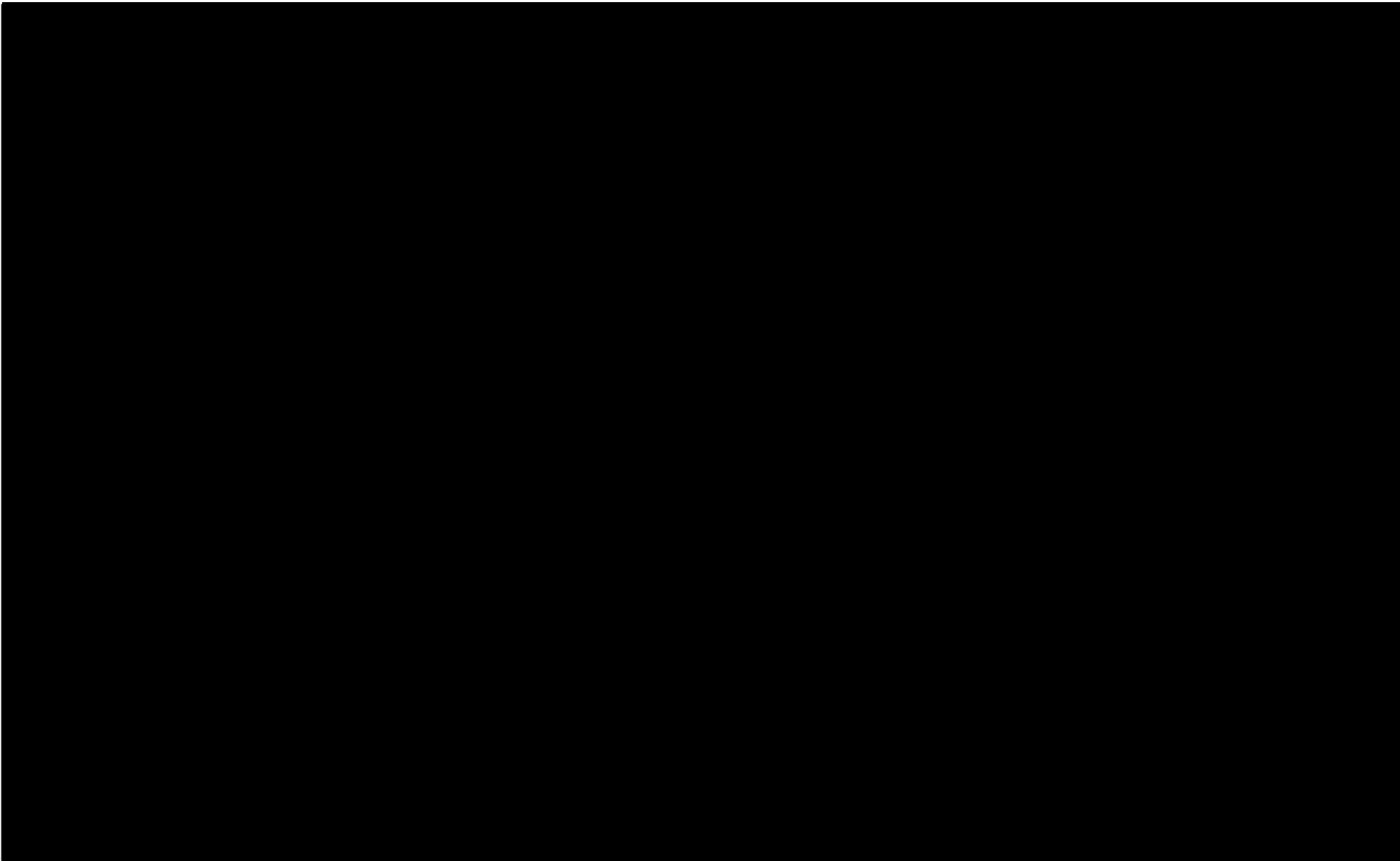




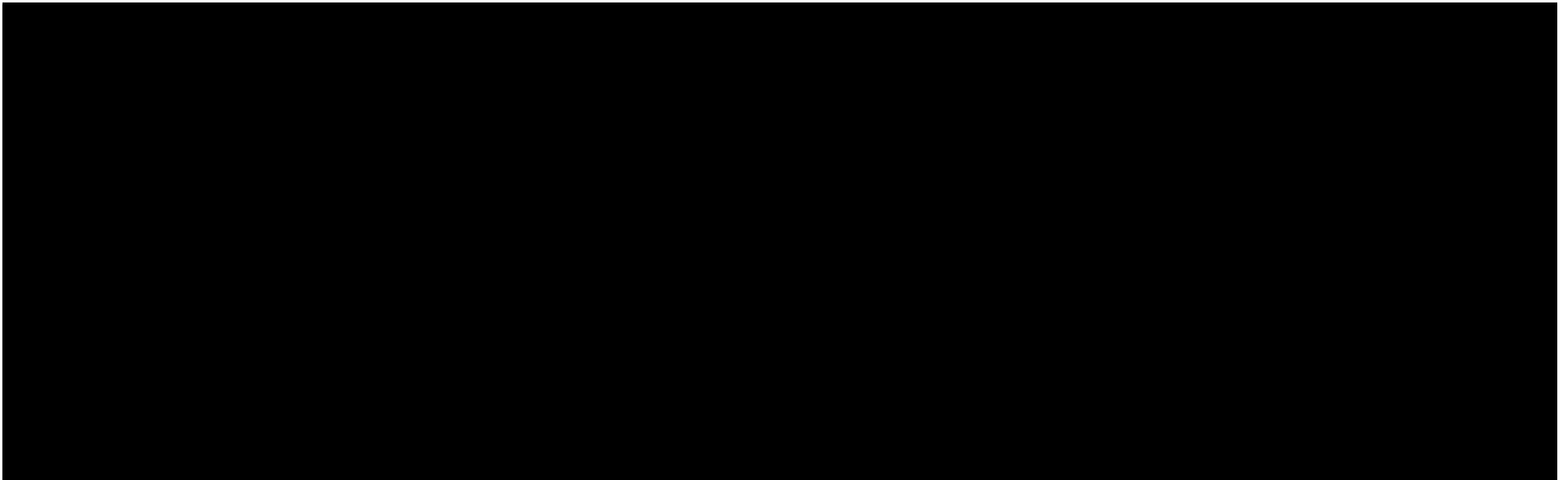








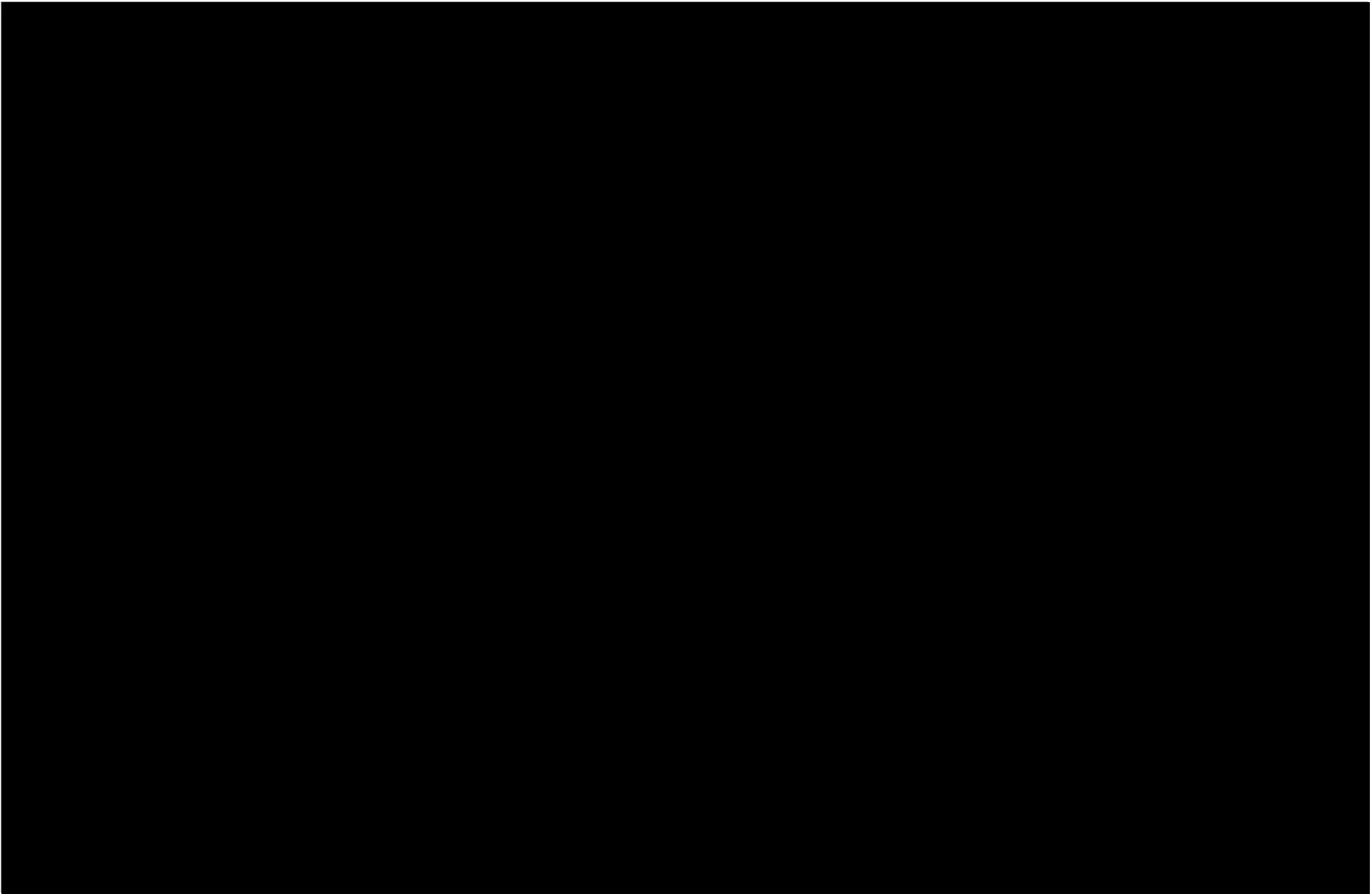




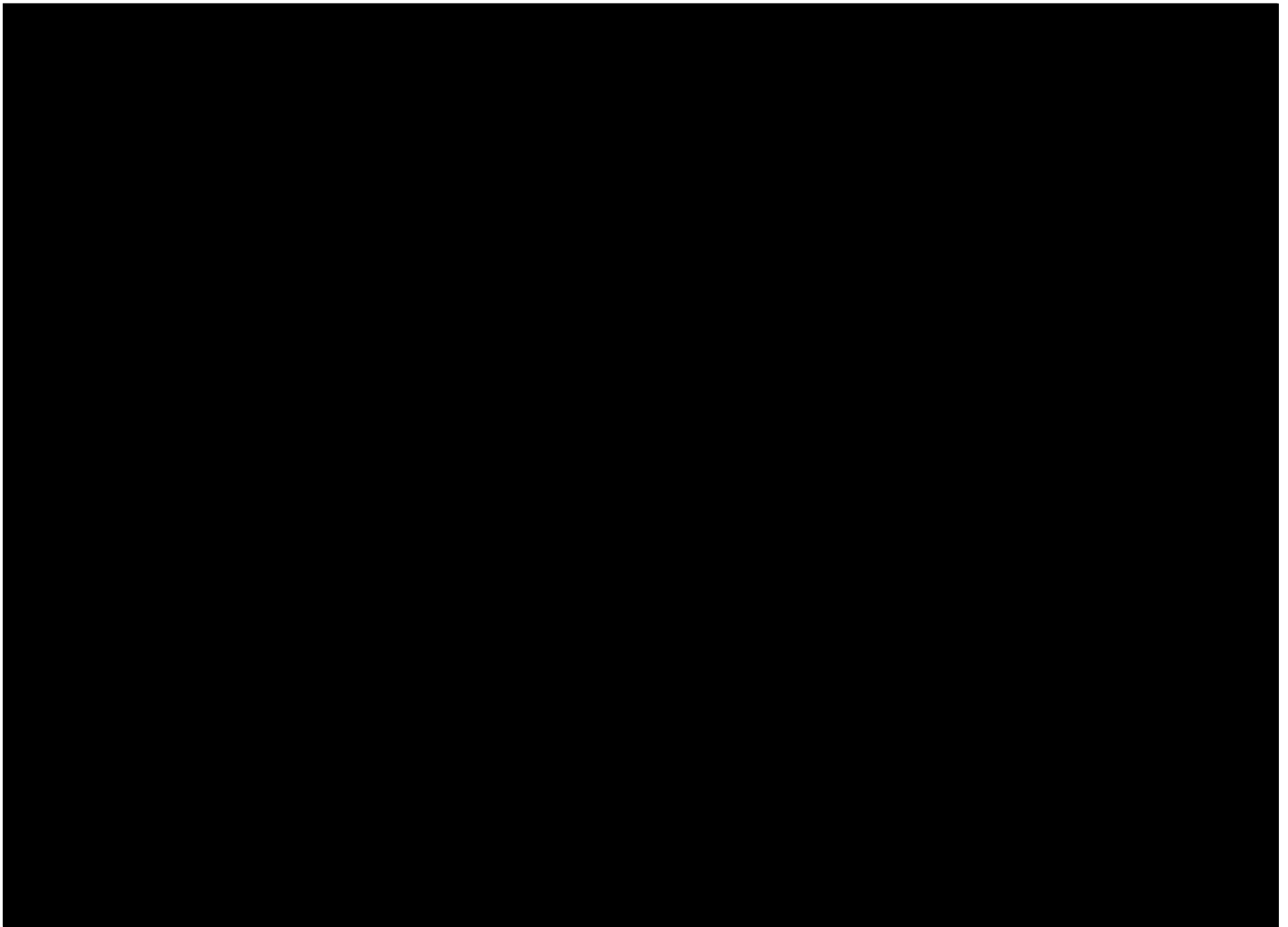
# QA/QC Program

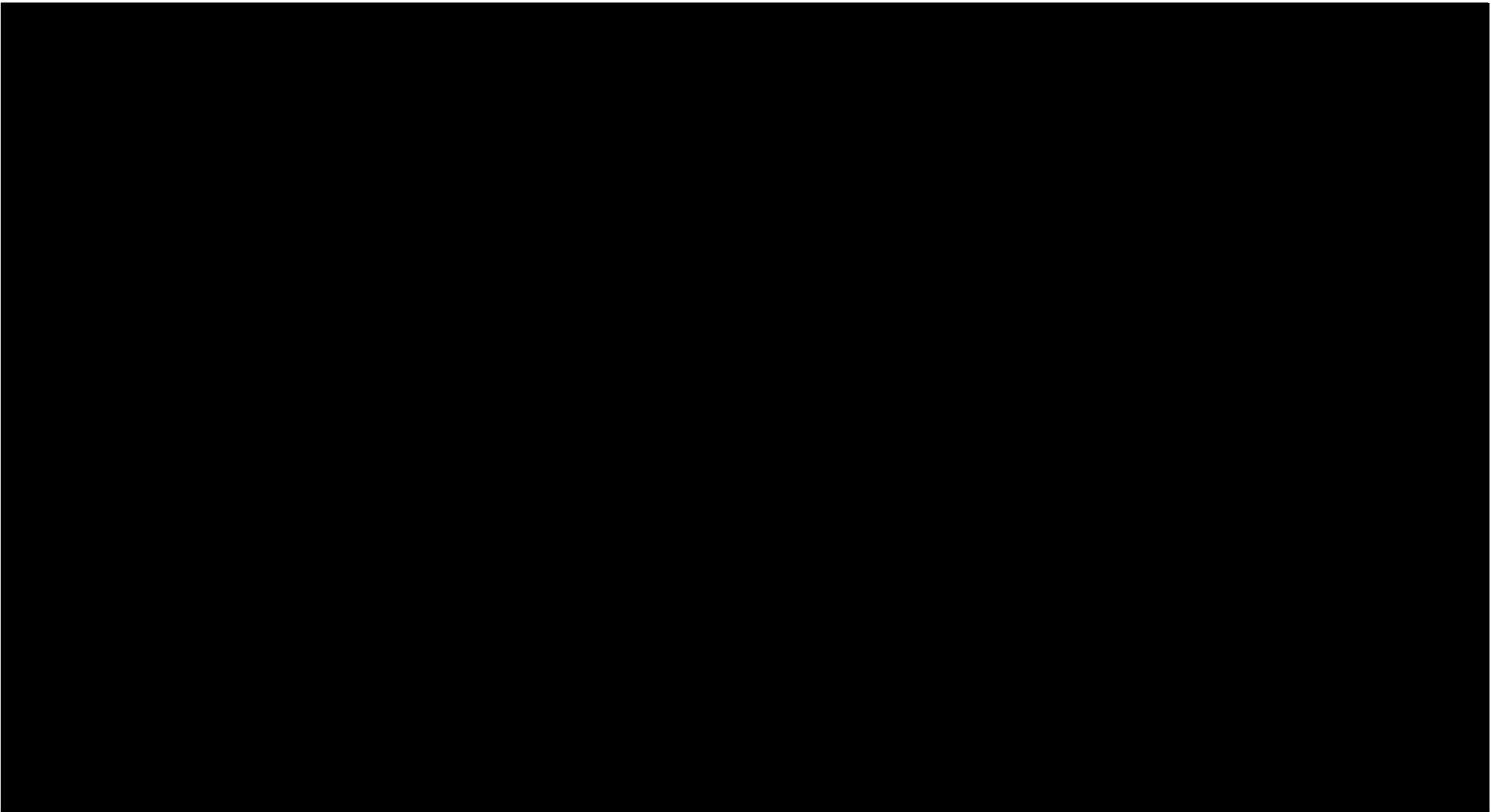
**SUPPLEMENTAL JOB ORDER – COMPLETE REVIEW  
REPORT #1**

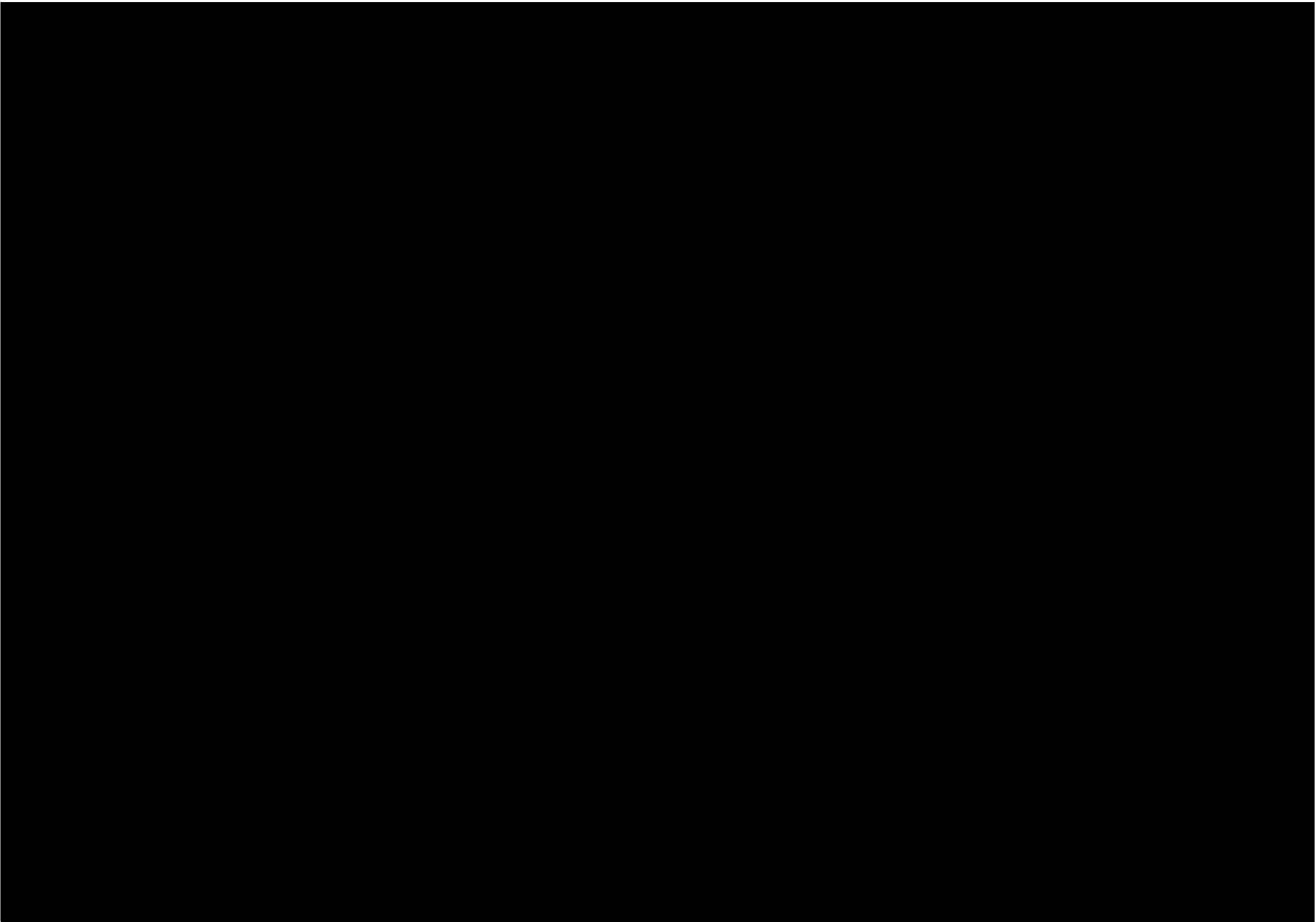
**Period of Review: January 1 – January 31, 2017**









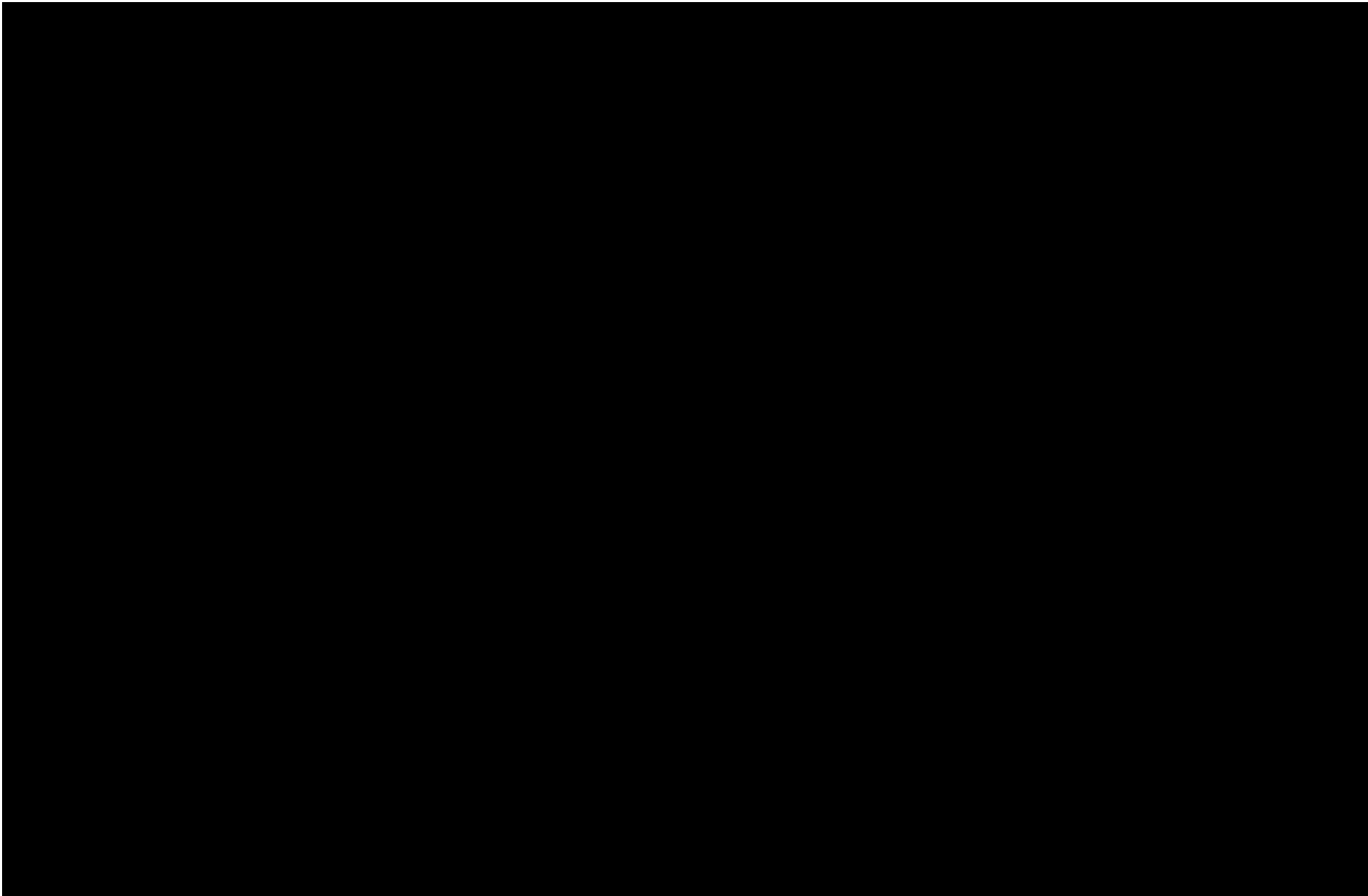


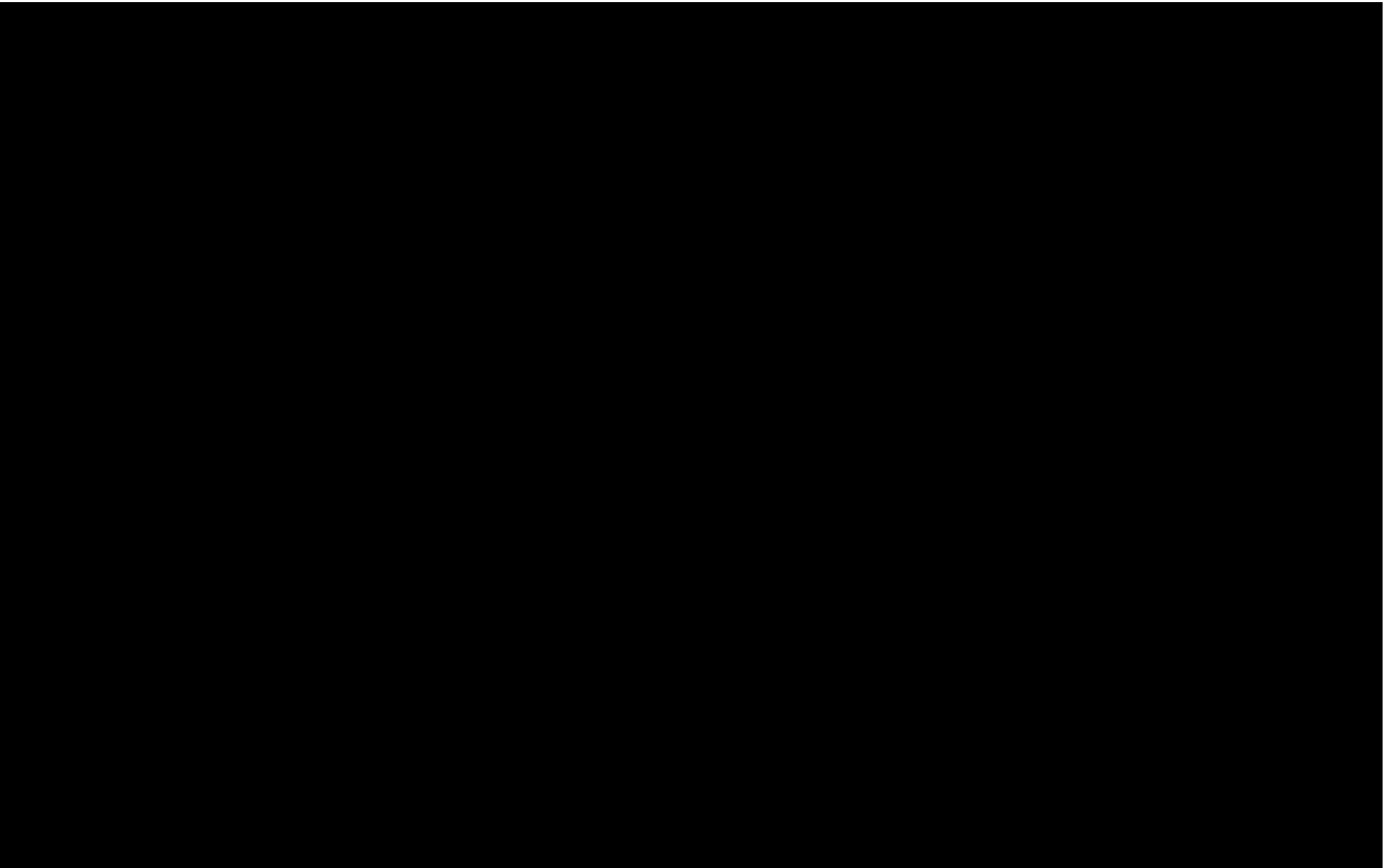
# QA/QC Program

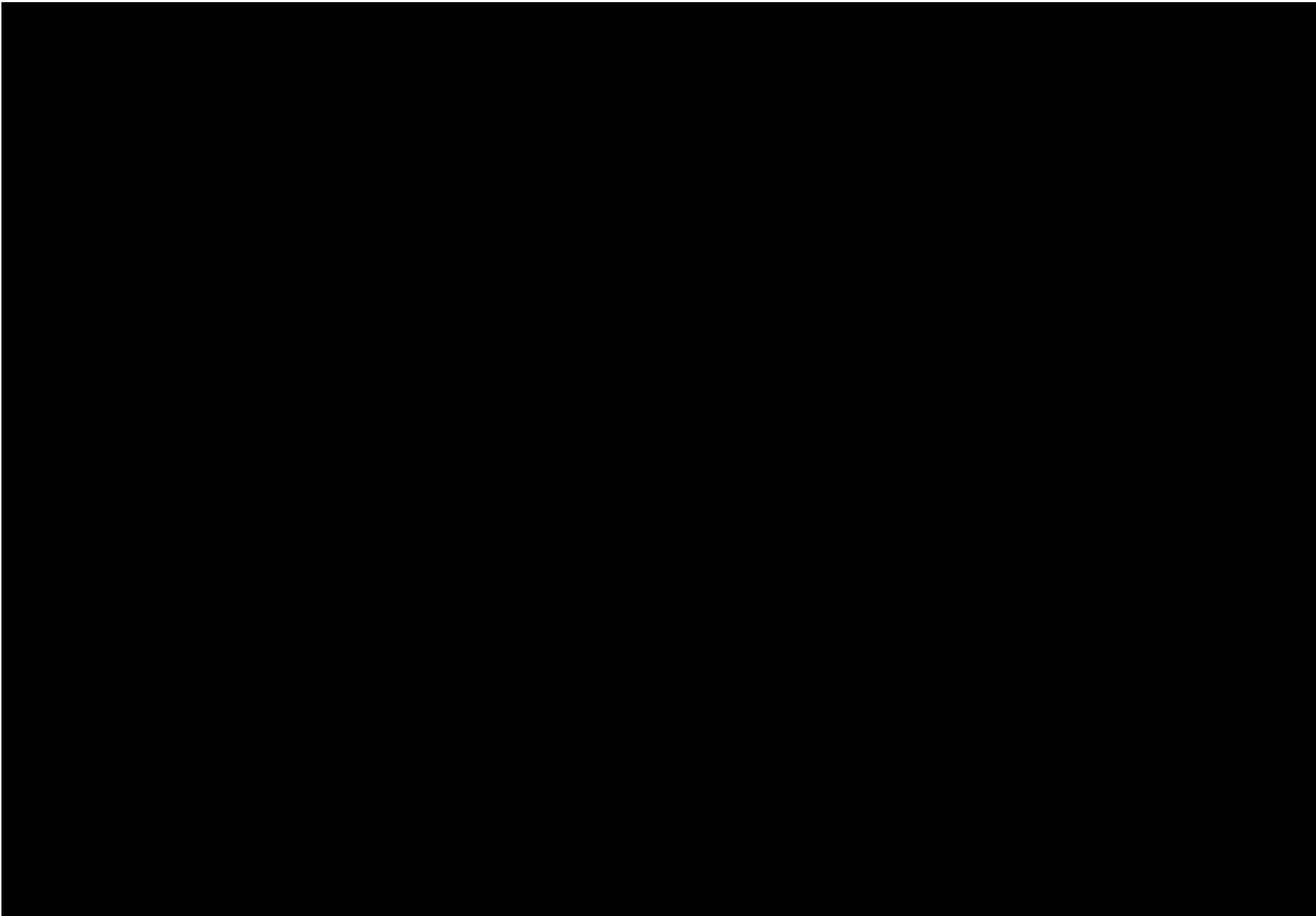
**FIELD SERVICES – ELEVATION PROJECT STATUS SUMMARY  
REPORT #1**

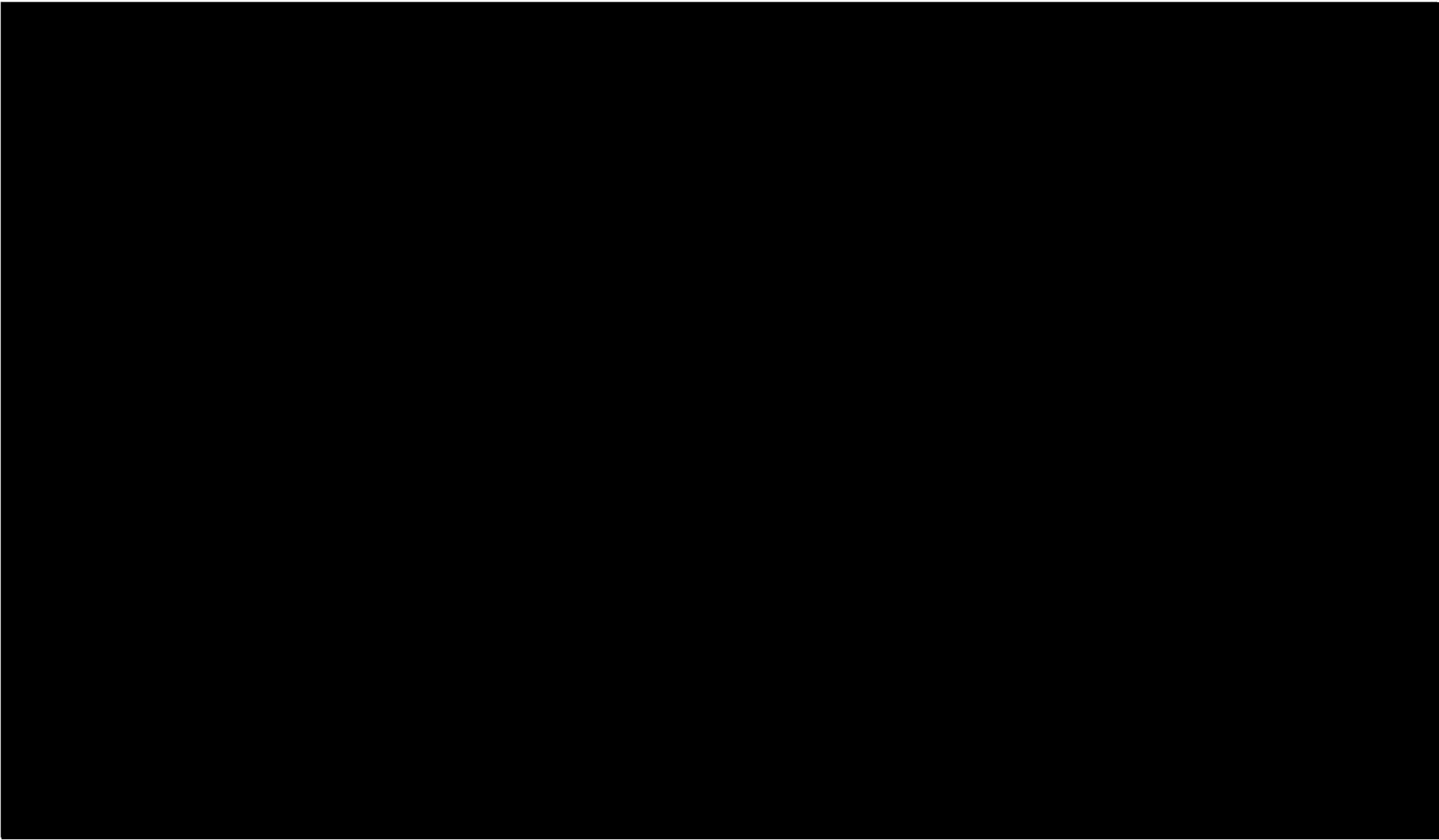
**Date: January 31, 2017**



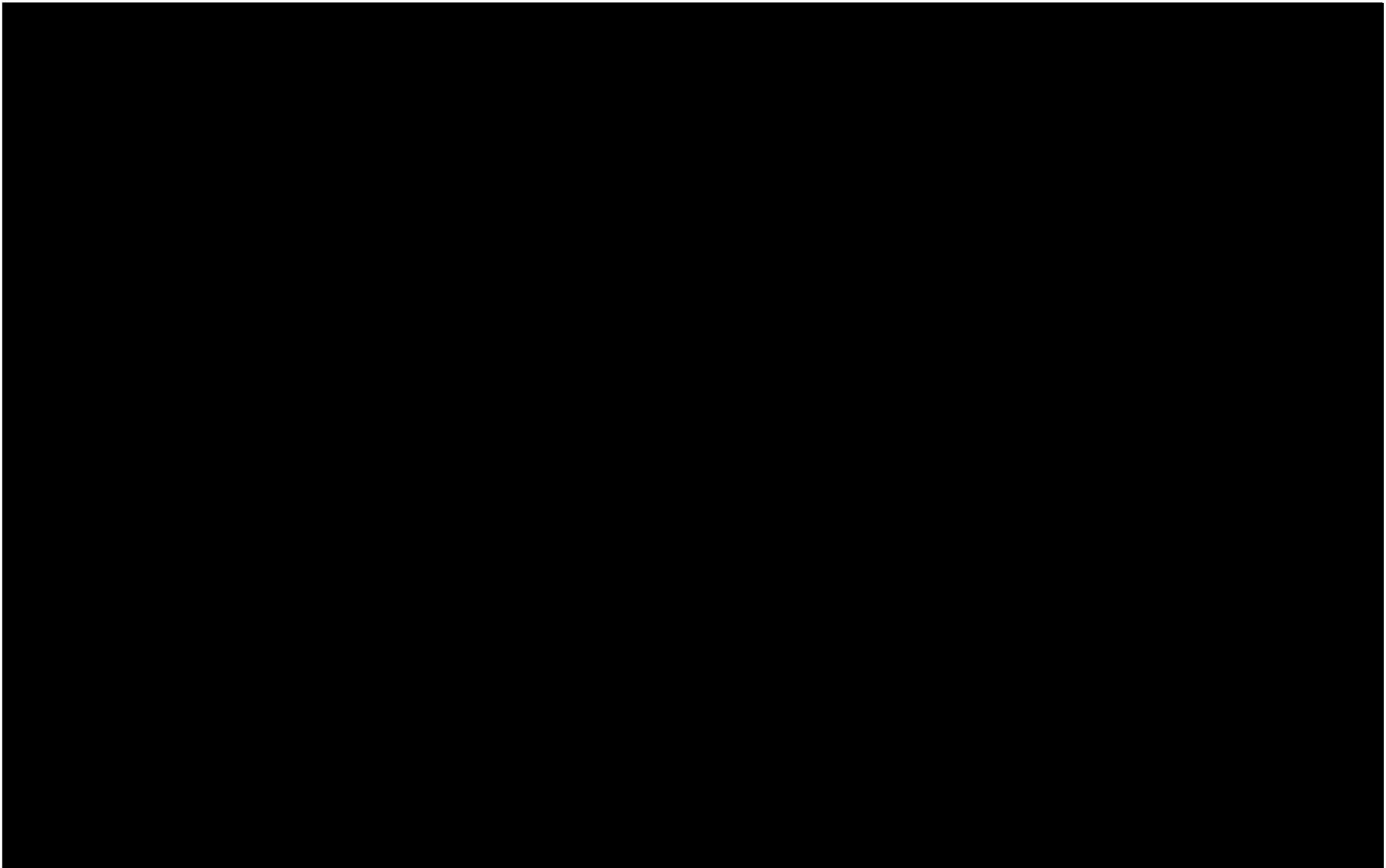


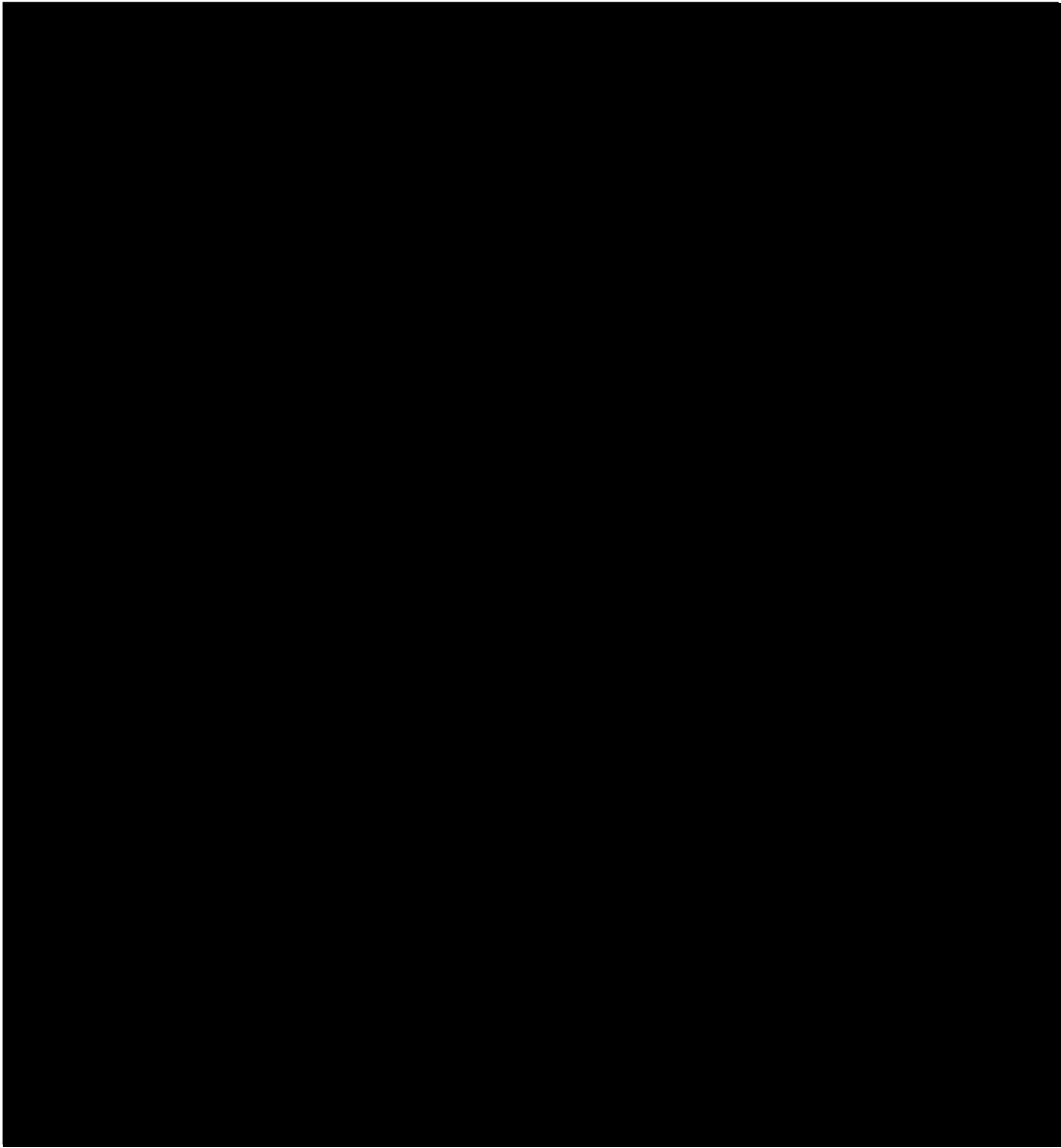


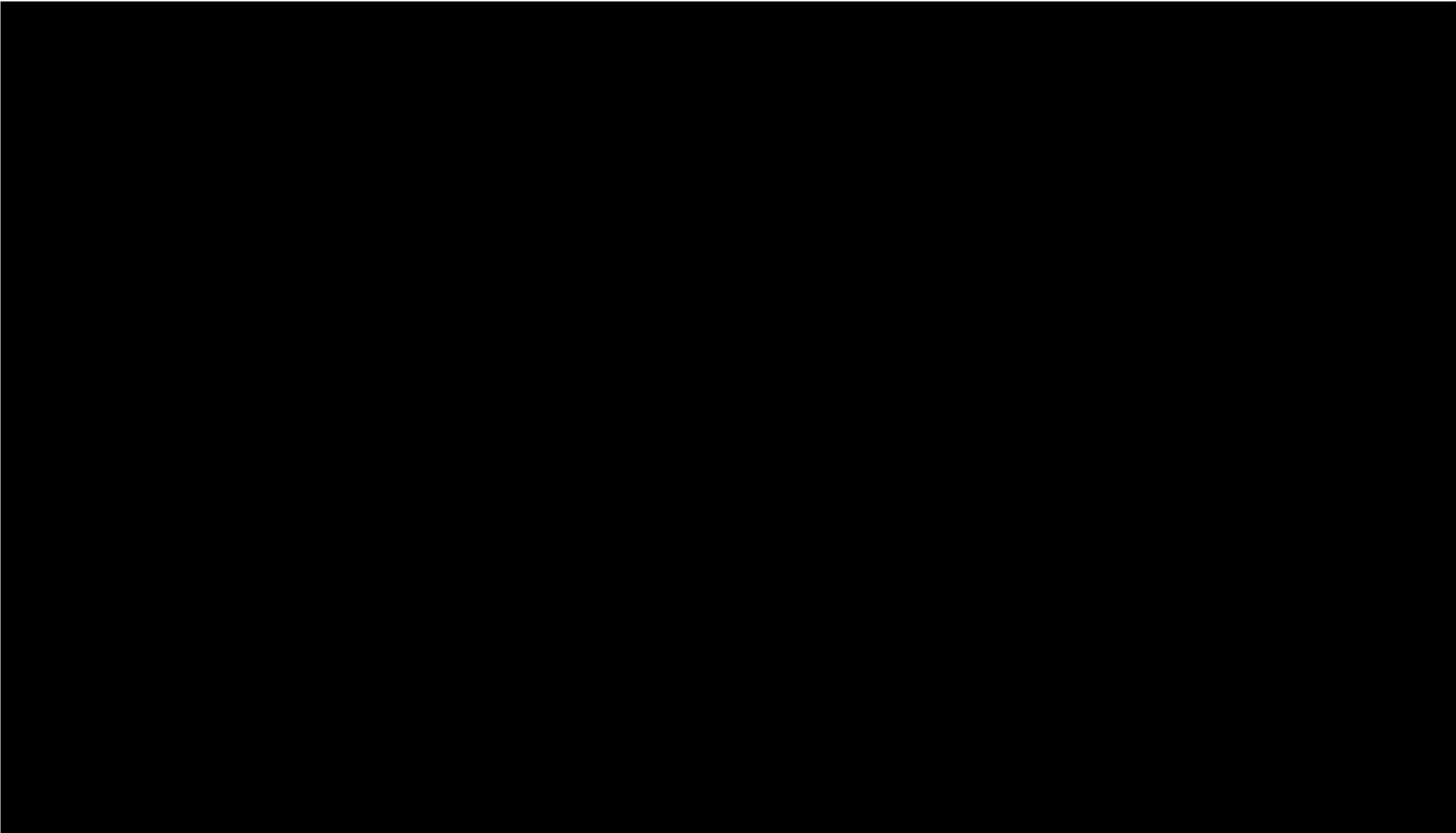




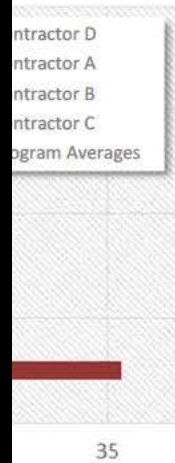








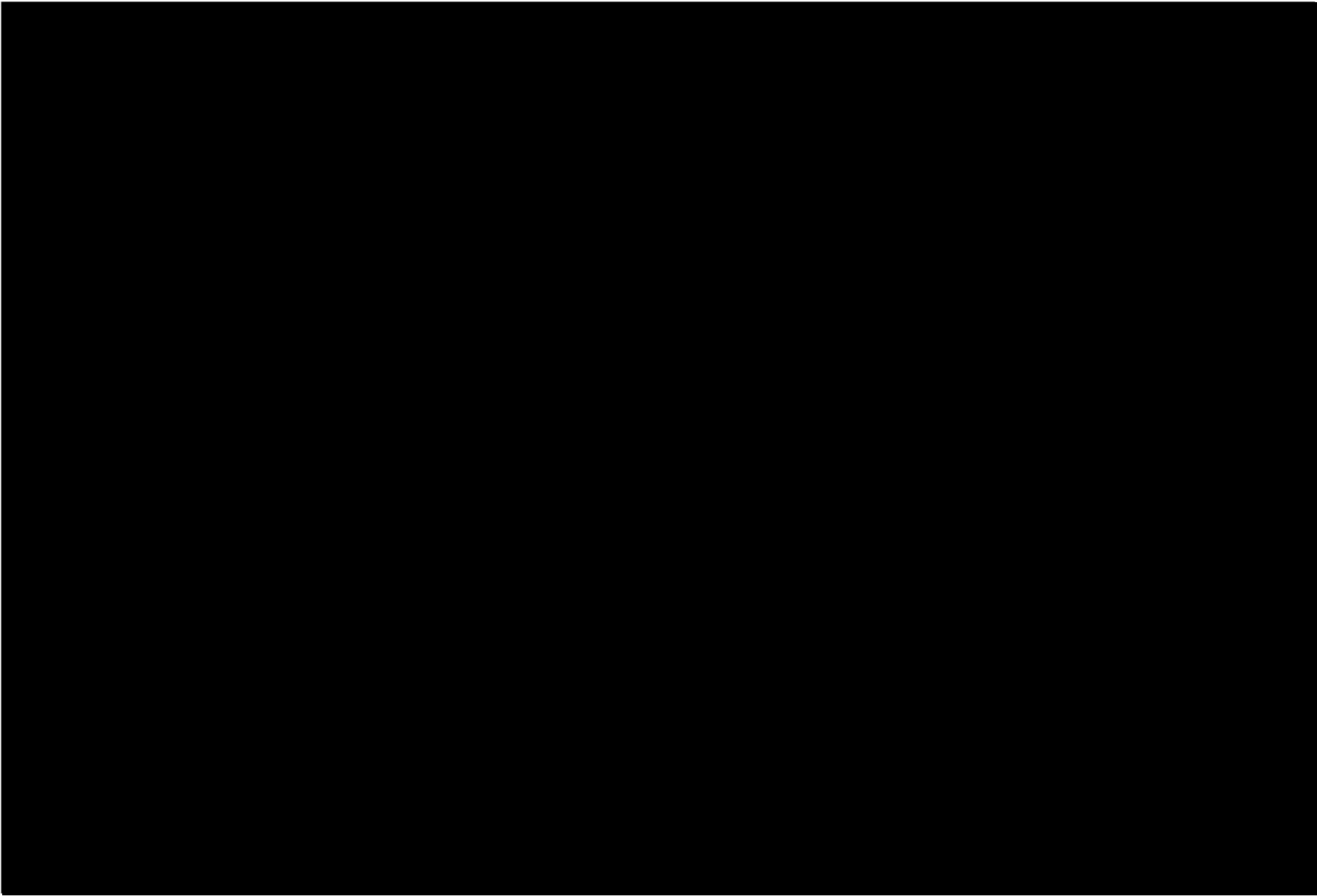
Installation and lowering the structure.

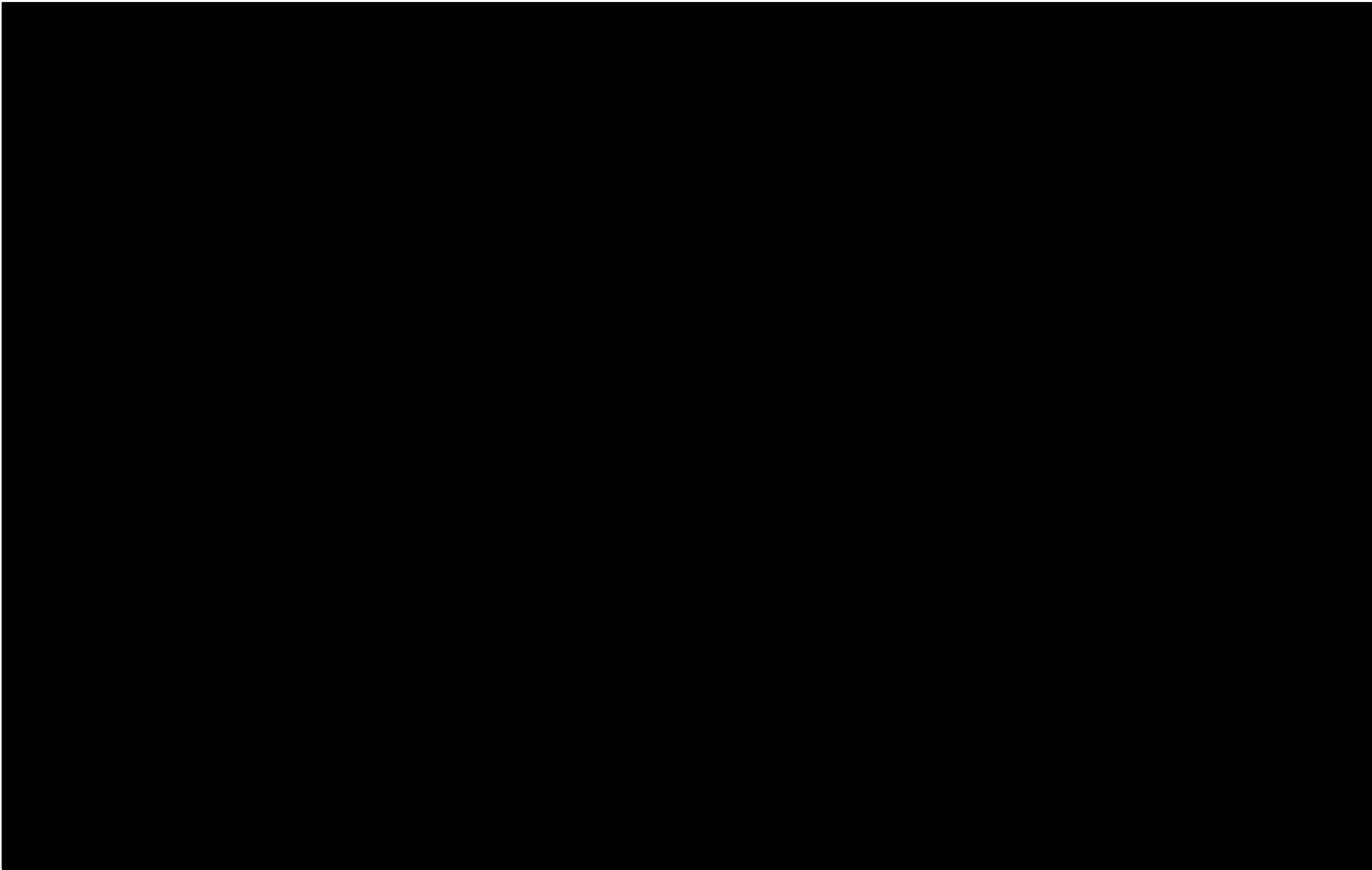


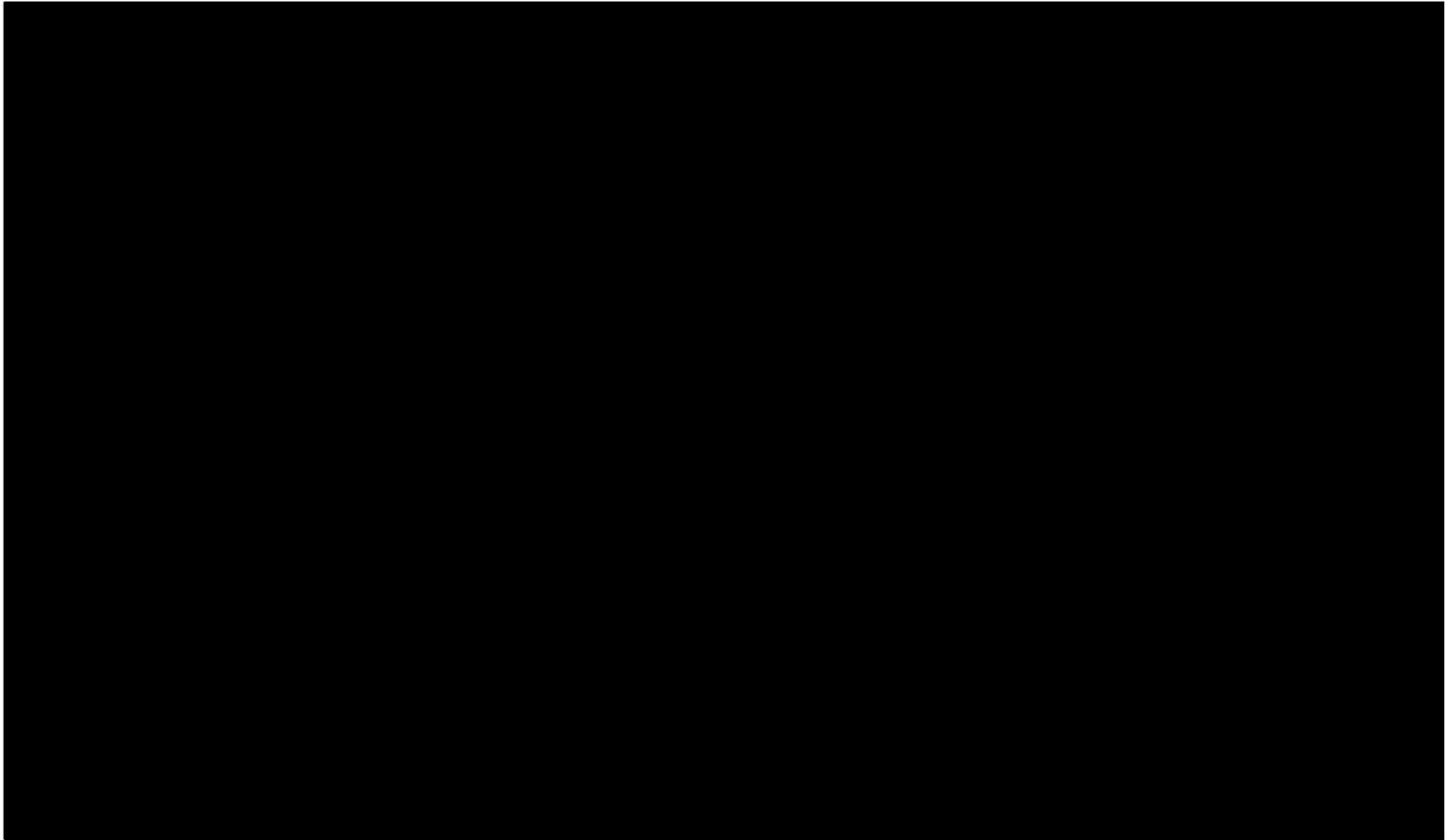
e durations  
cies that are not  
me it takes to  
and closing a

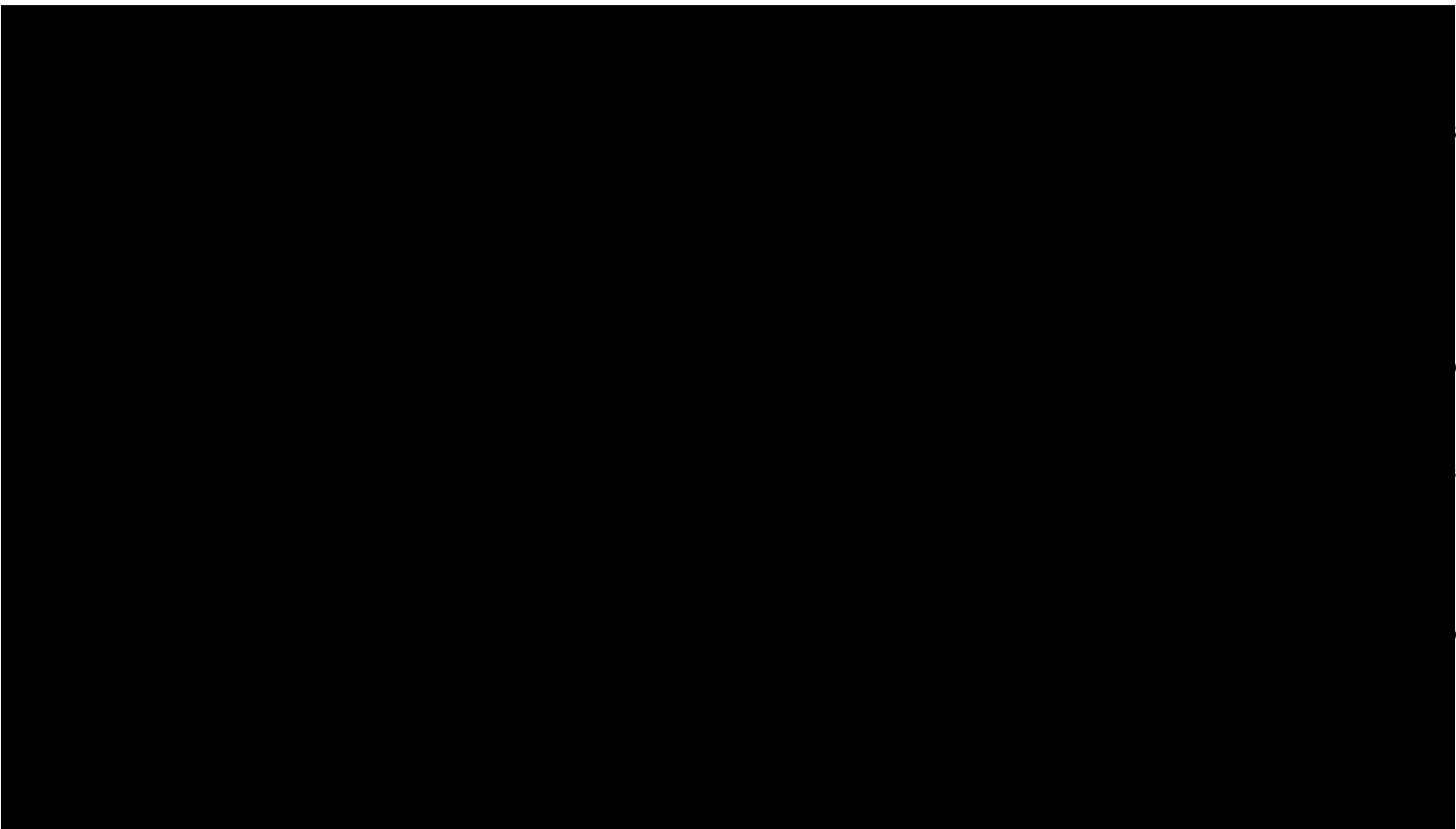
verage due  
of 2 days over  
change).  
open task (an  
task (an  
able to











ays

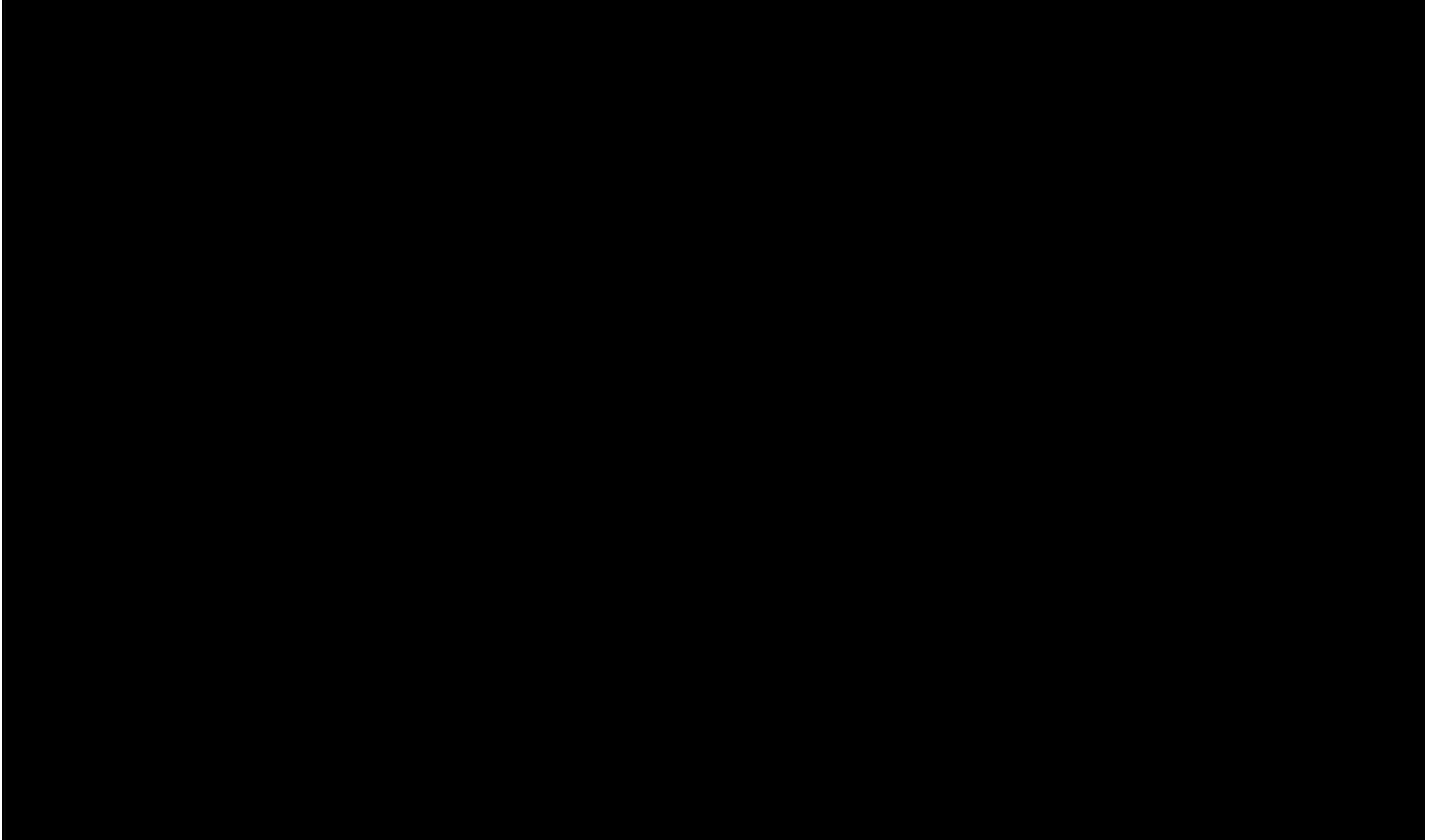
e

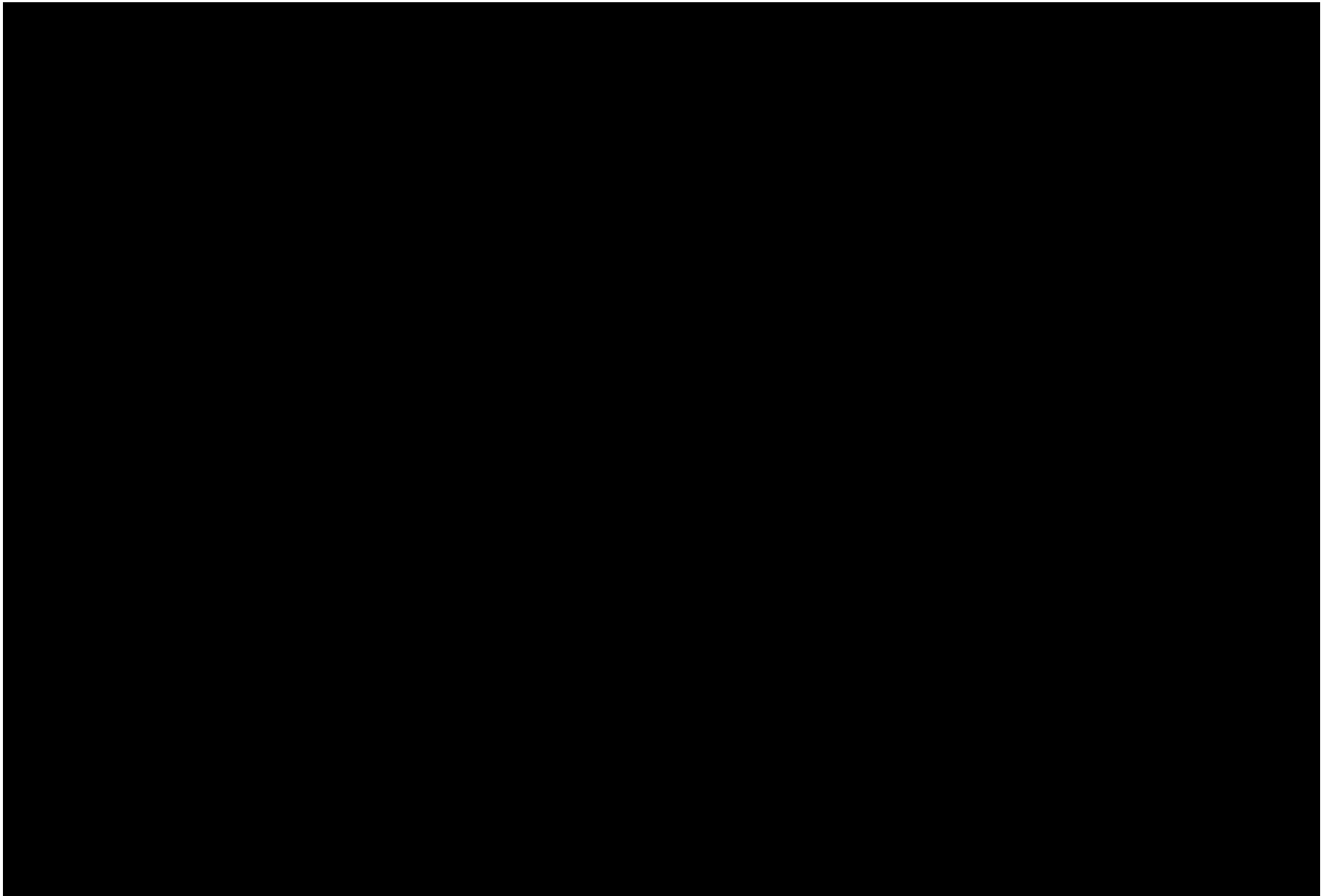
ge

e



## Cost Analysis

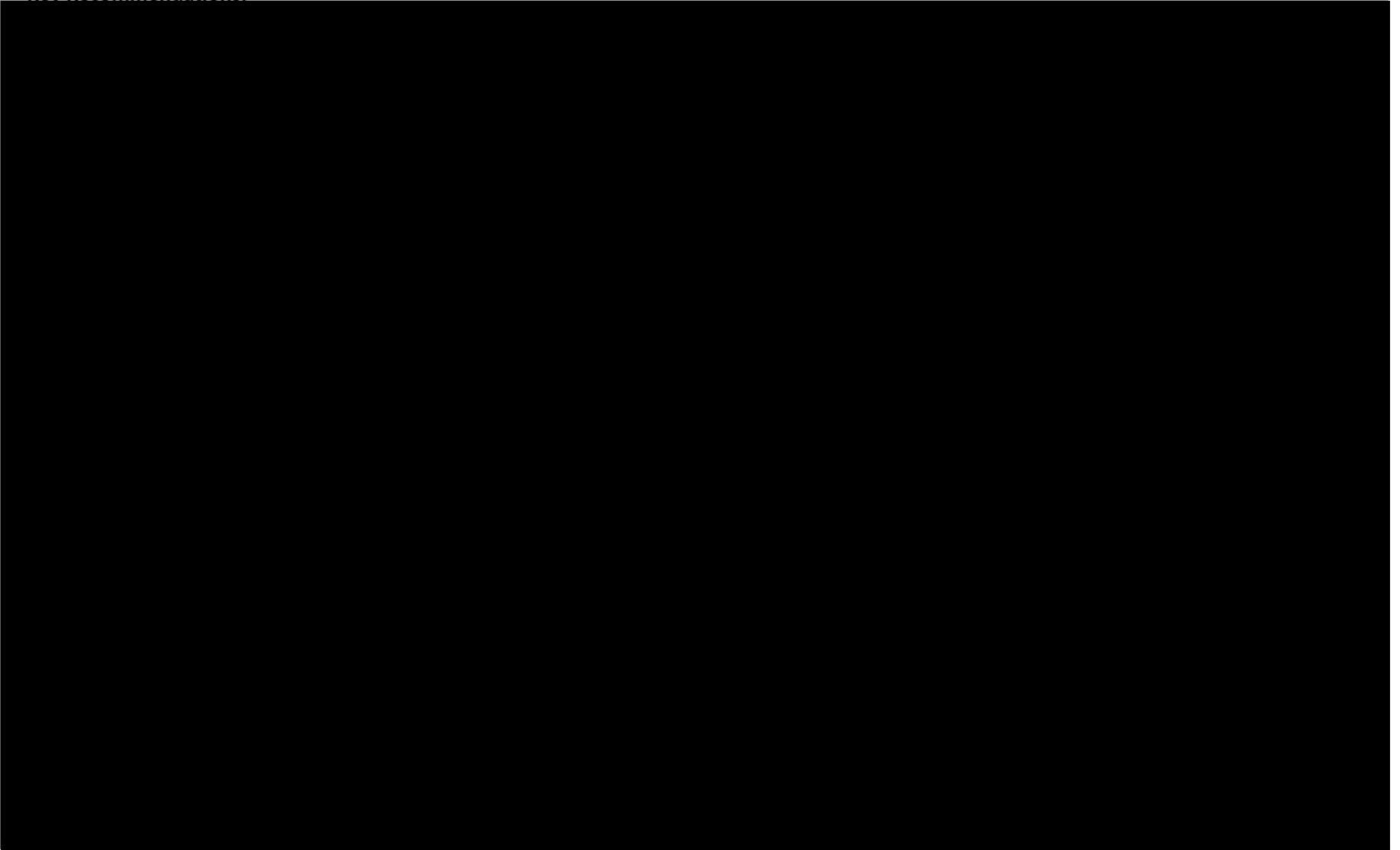


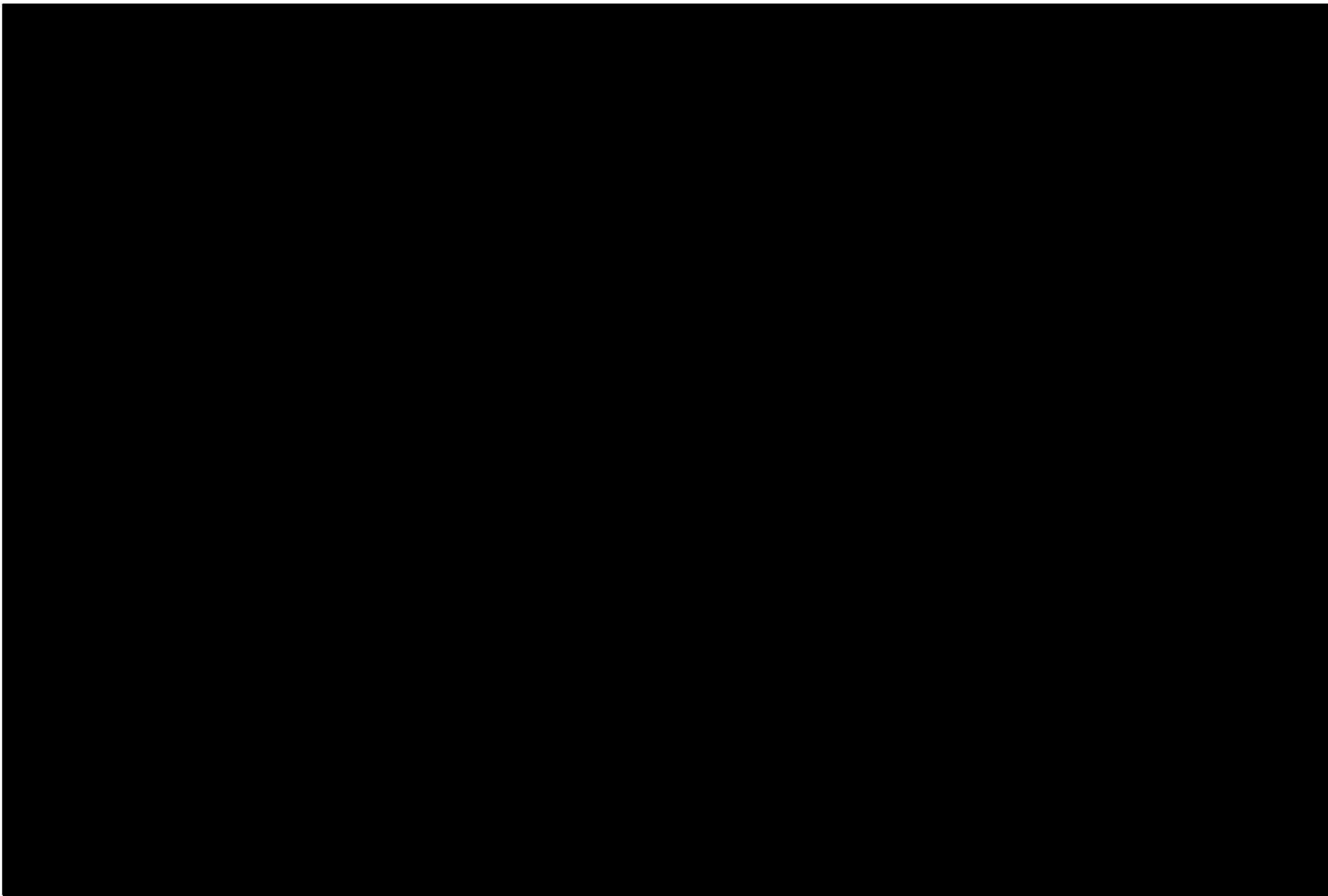


## **Recommendations**

Based on information collected and analyzed over the period, the following high-level recommendations are suggested:

**Key Recommendations:**







# QA/QC Program

## **INSPECTION SERVICES – INSPECTION FILE REVIEW REPORT #1**

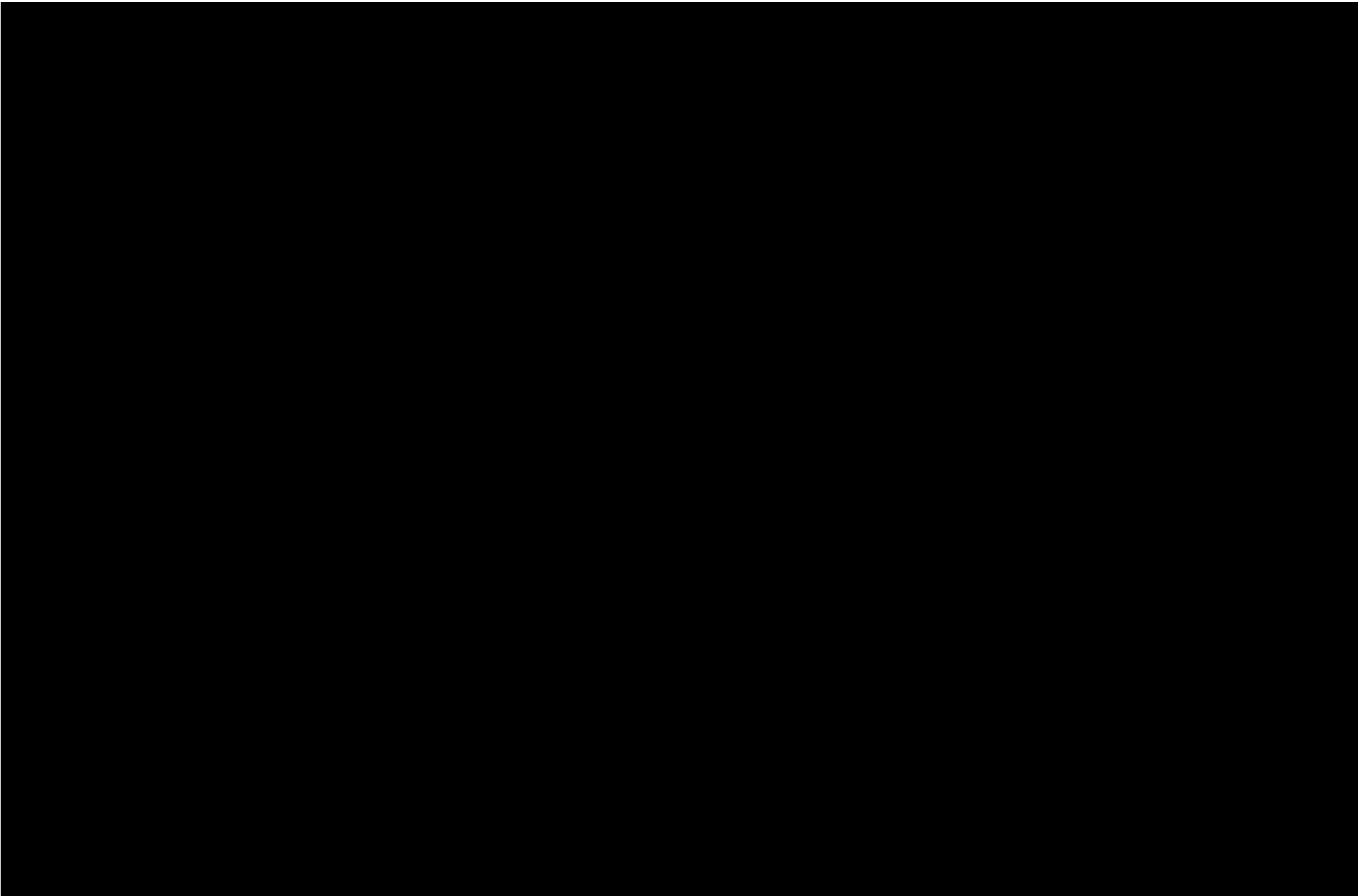
**Period of Review: January 1, 2017 – January 31, 2017**

## **Scope of Review**

**Focus of Review:** Perform an independent and objective evaluation of inspection complete files that have progressed to either a Pre-Lift, Lift, Foundation Complete, Progress or Final Inspection for Rehabilitation

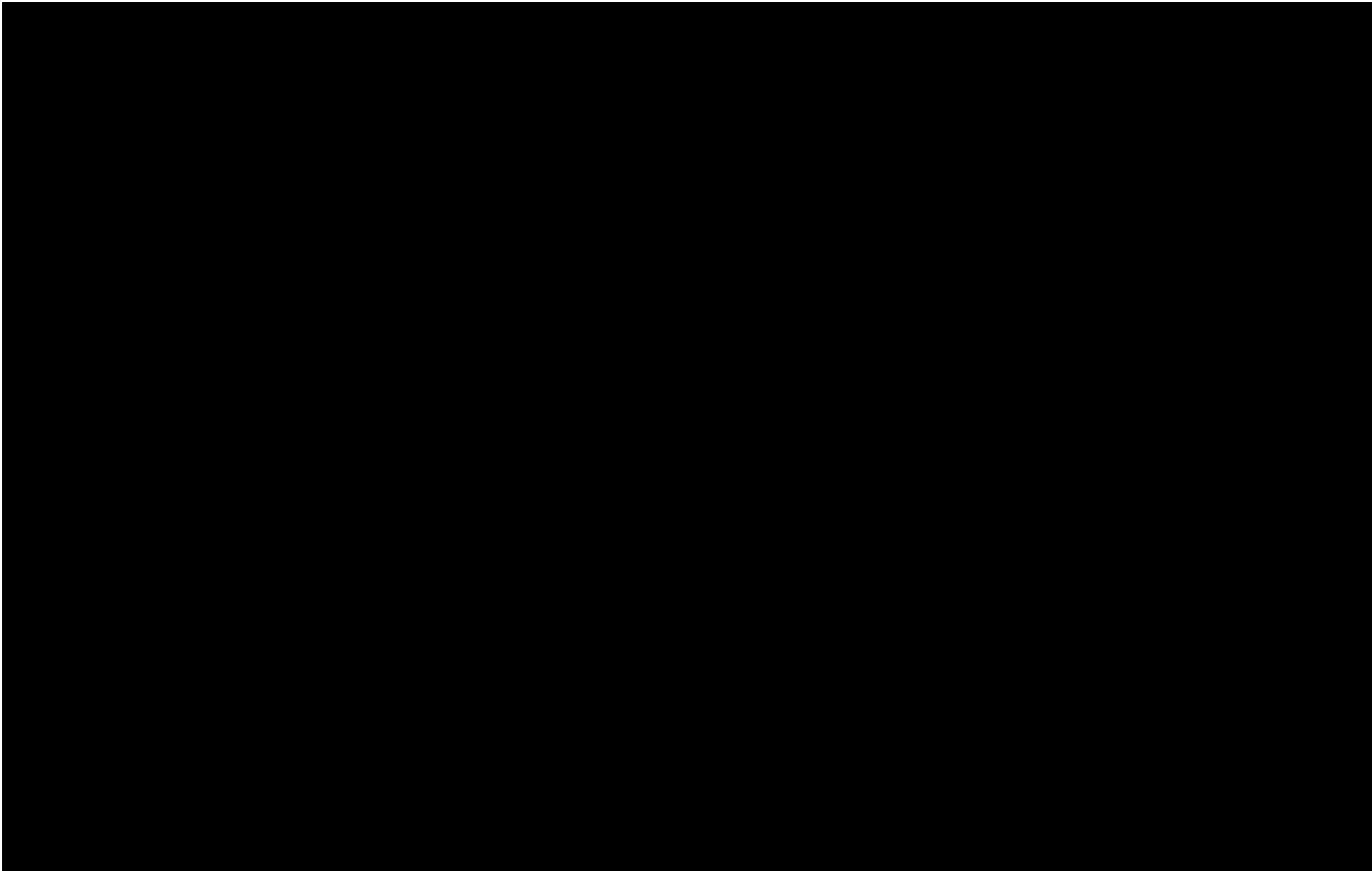
## **Population Reviewed**

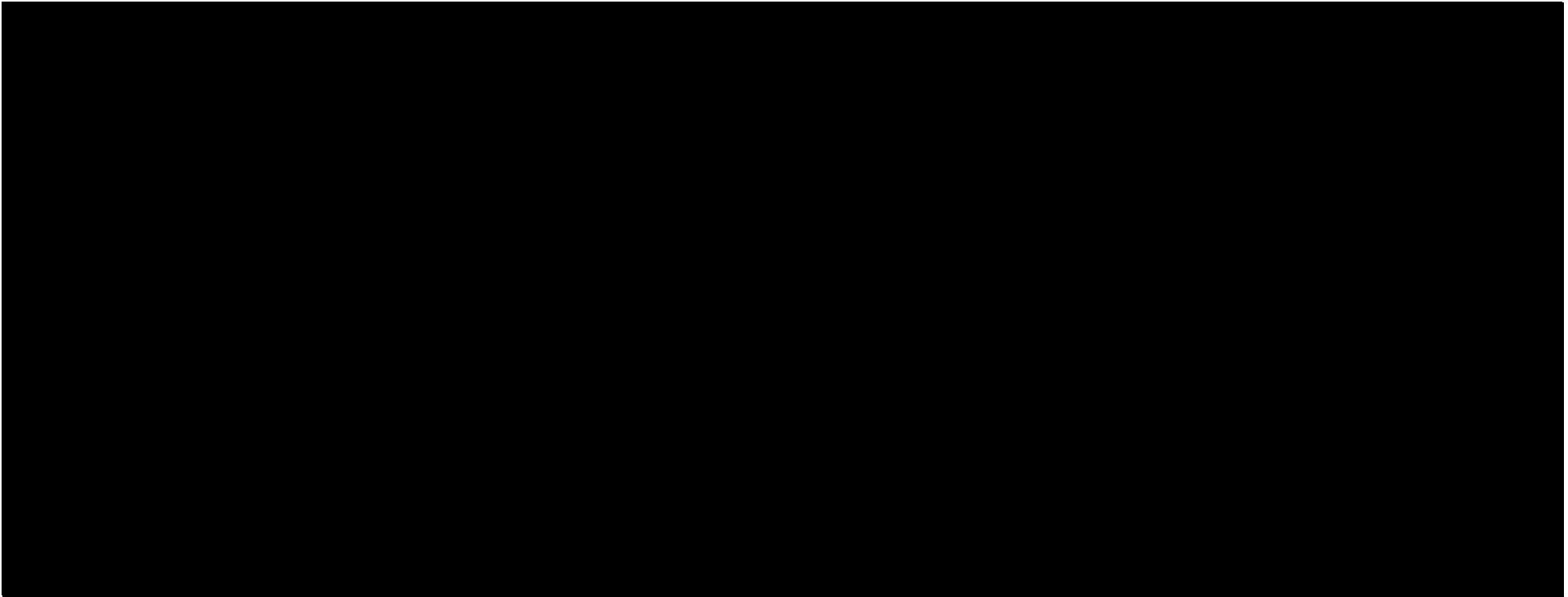
This report covers Inspection Services files reviews conducted between January 1 and January 31, 2017. Based on reviews conducted this period, the following information is noted:



ions





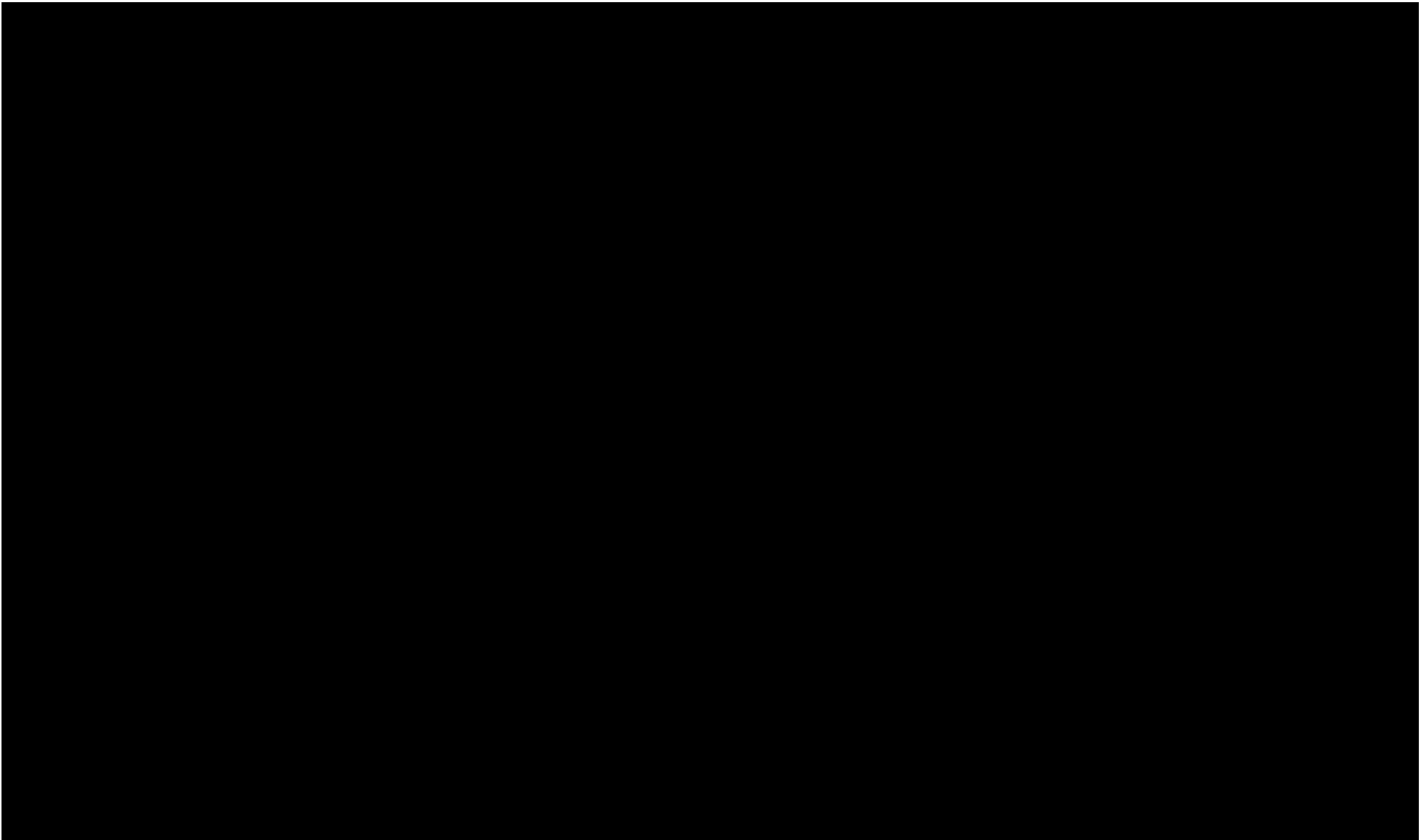


# QA/QC Program

---

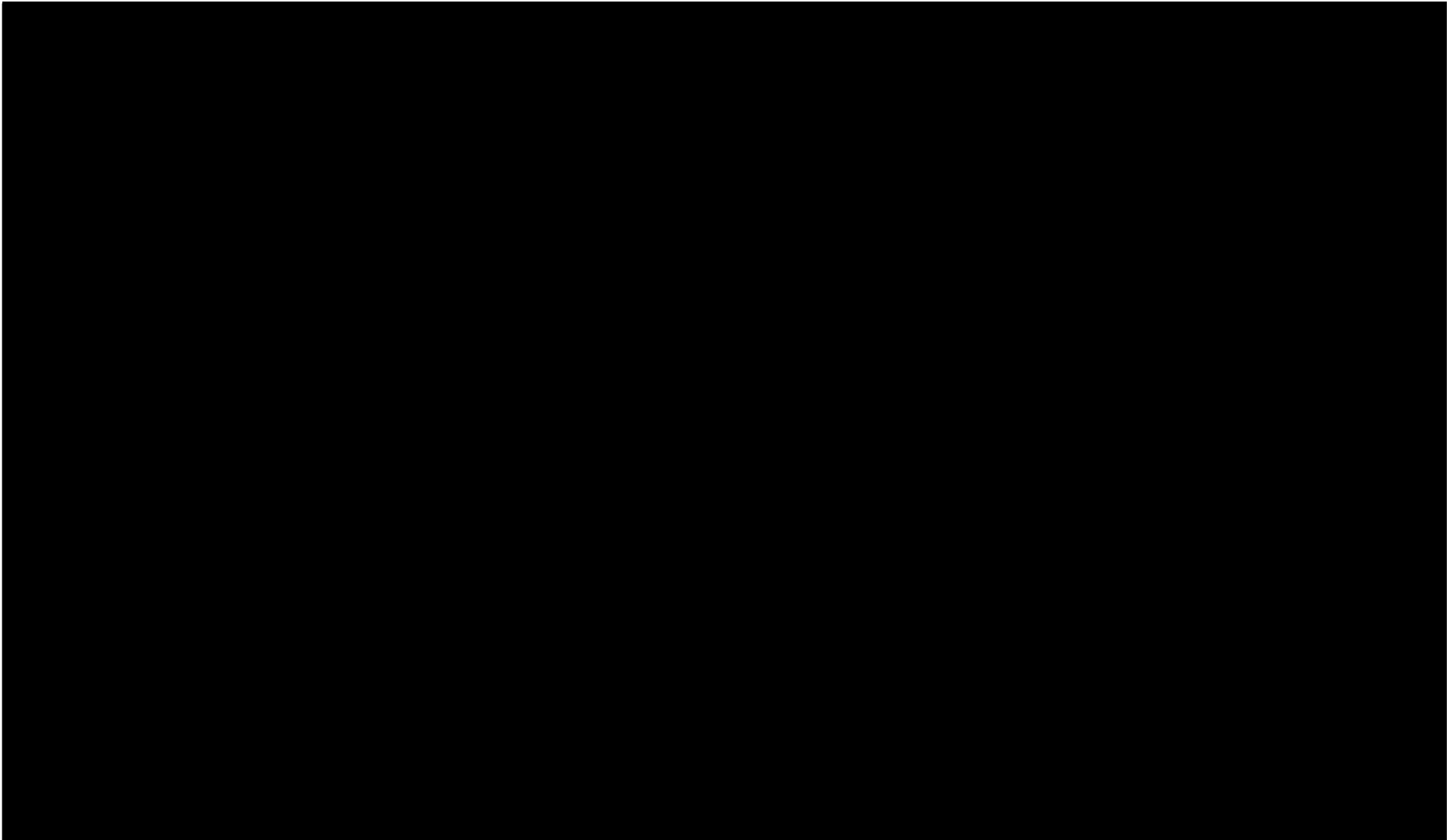
## **INSPECTION SERVICES – INSPECTION OBSERVATIONS REPORT #1**

**Period of Review: January 1, 2017 – January 31, 2017**

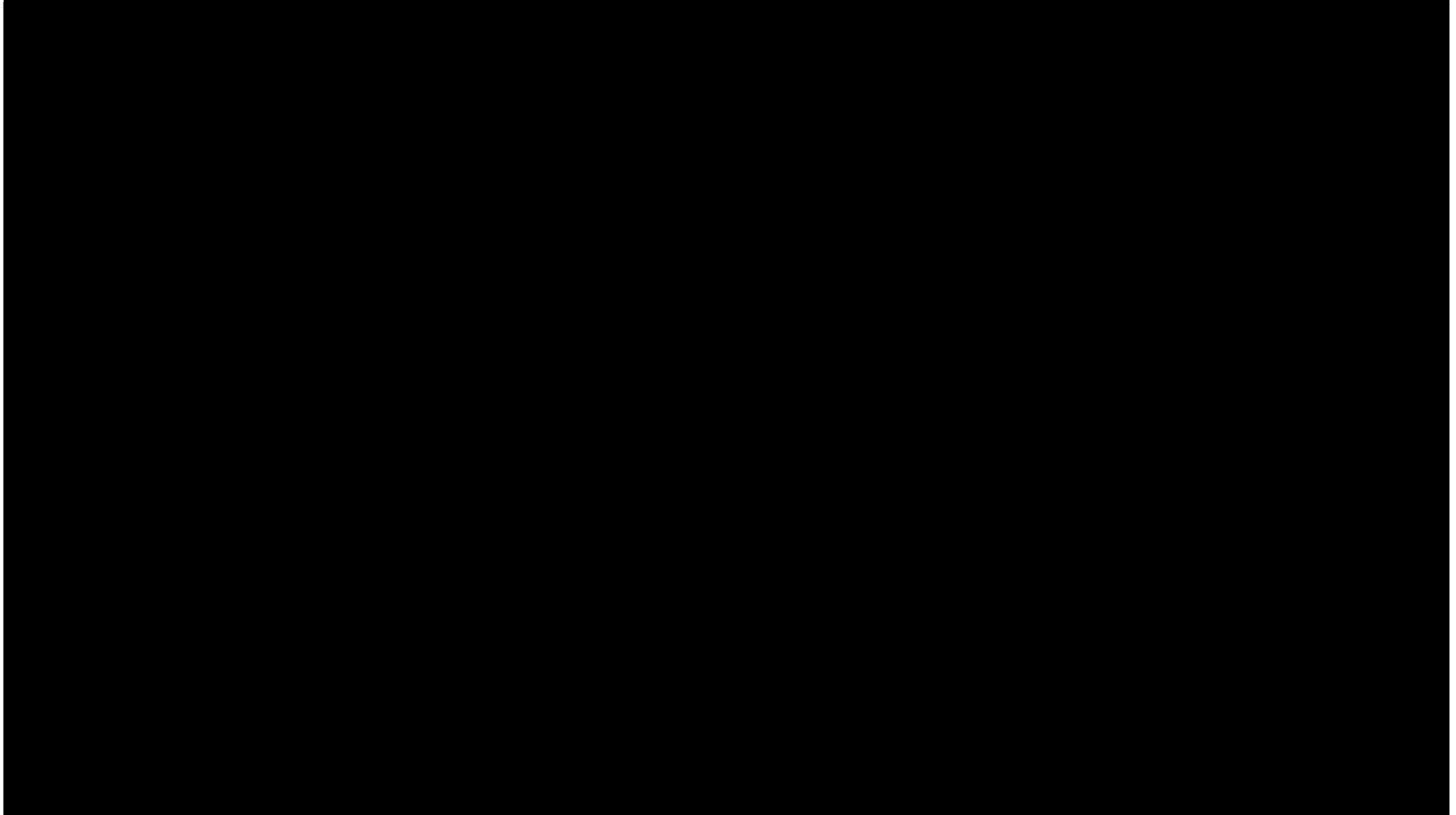




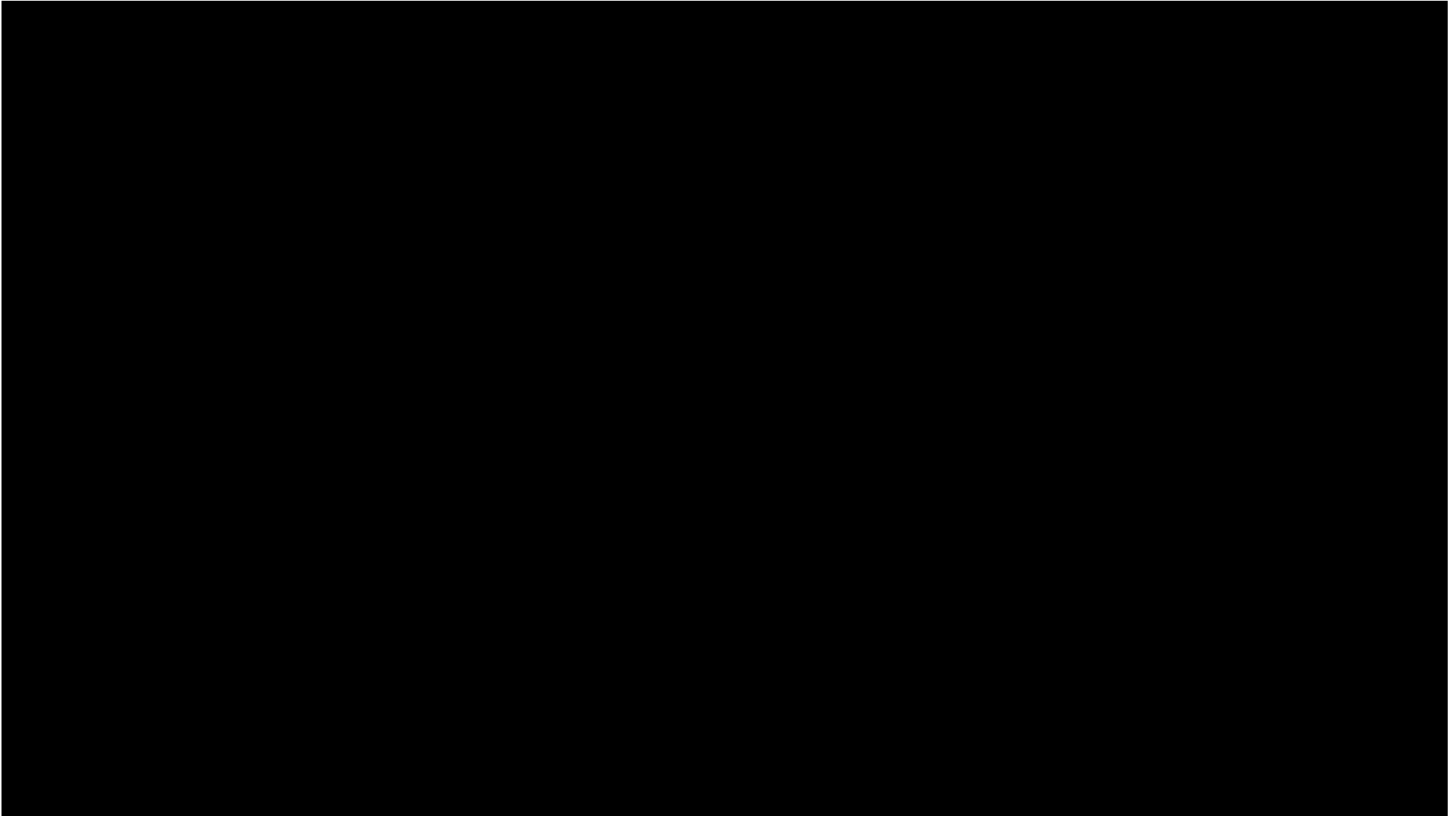
## Population Reviewed



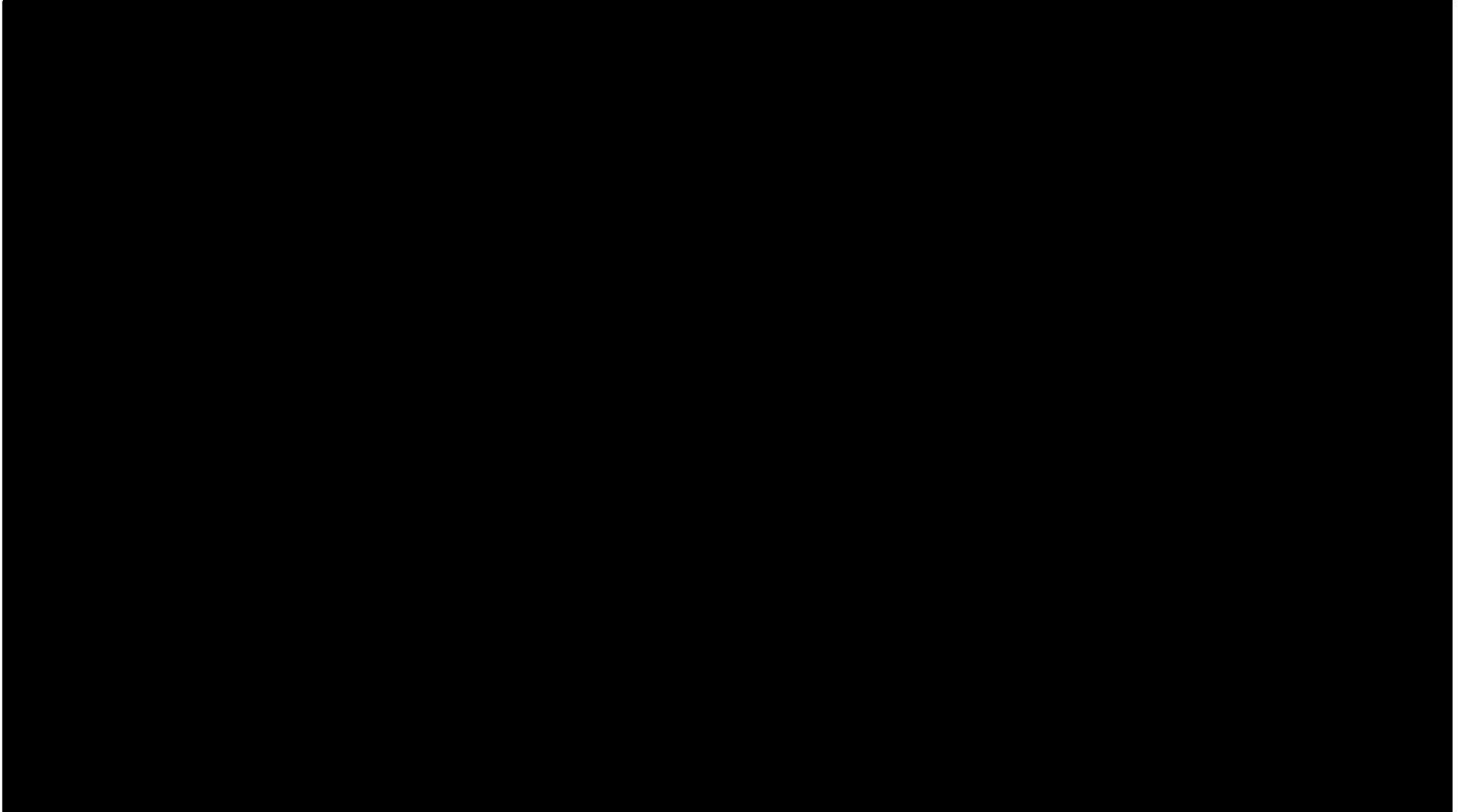
## Inspector A Performance



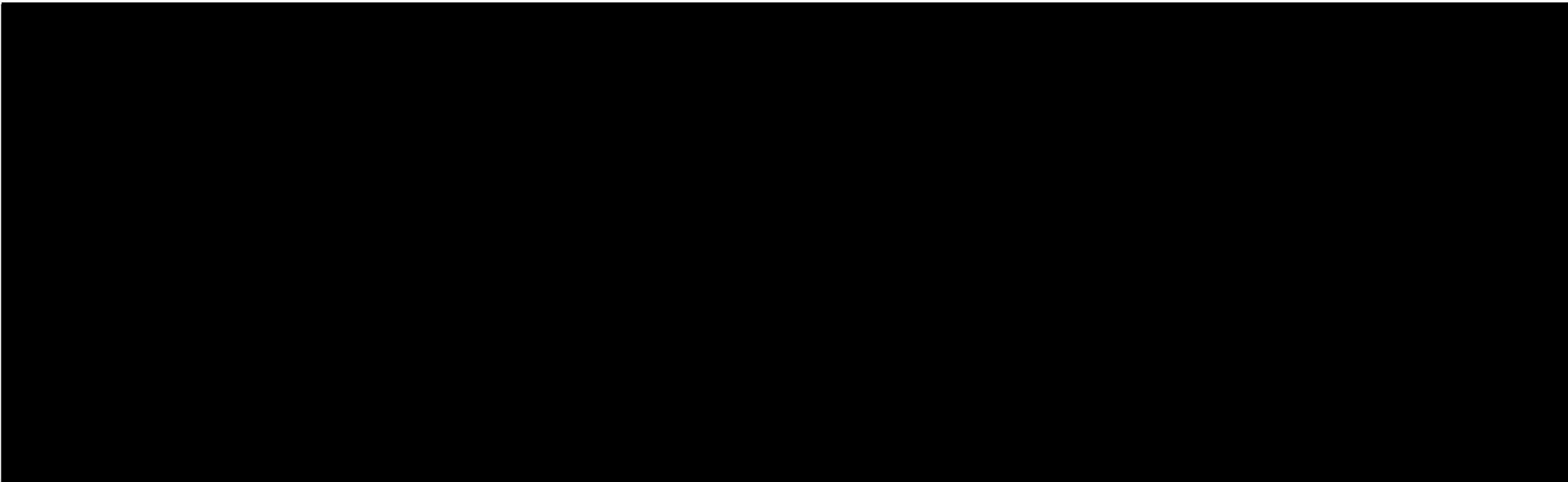
## Inspector B Performance



## Recommendations







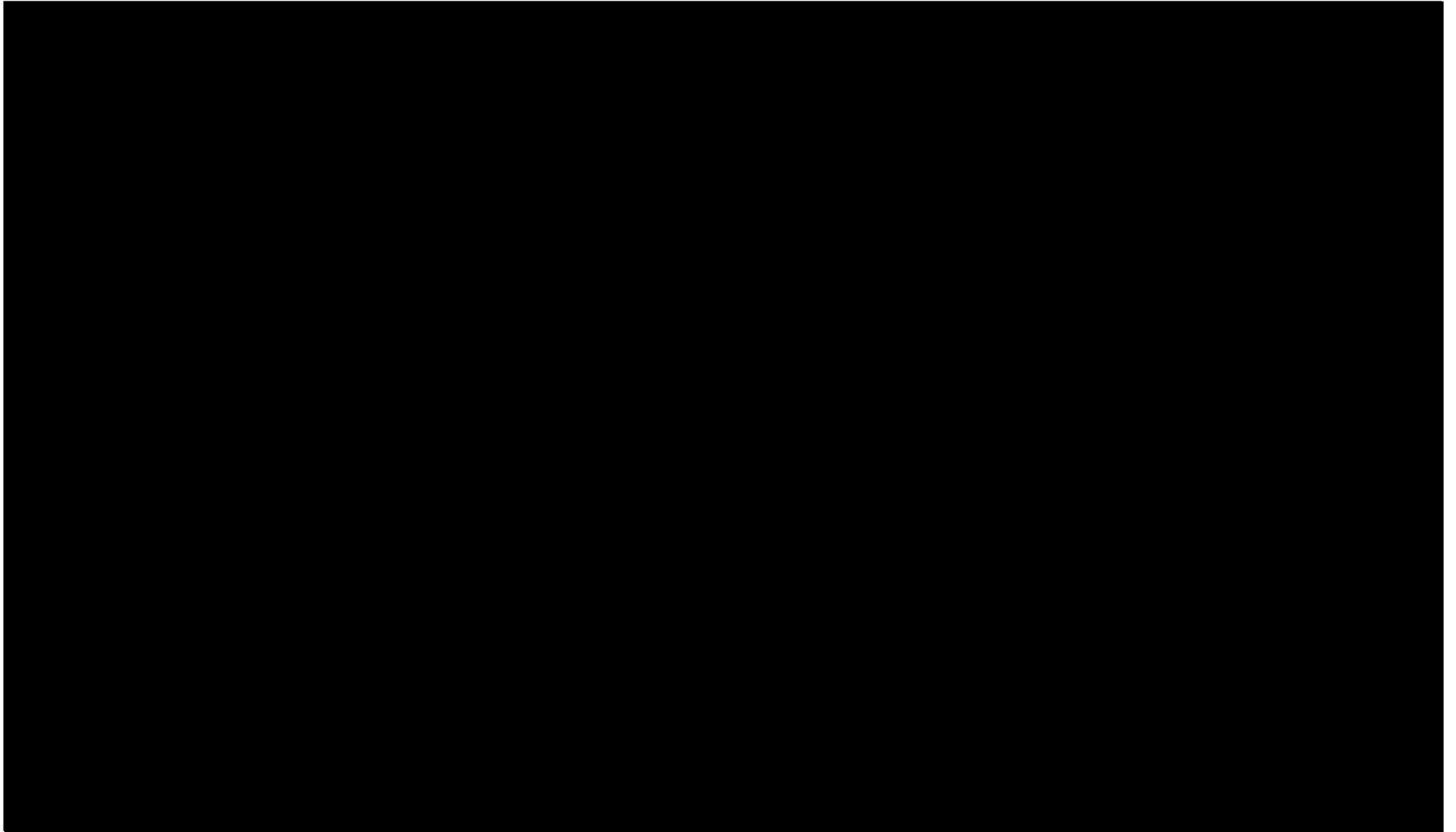
# QA/QC Program

**SUPPLEMENTAL JOB ORDER – COMPLETE REVIEW  
REPORT #1**

**Period of Review: January 1 – January 31, 2017**

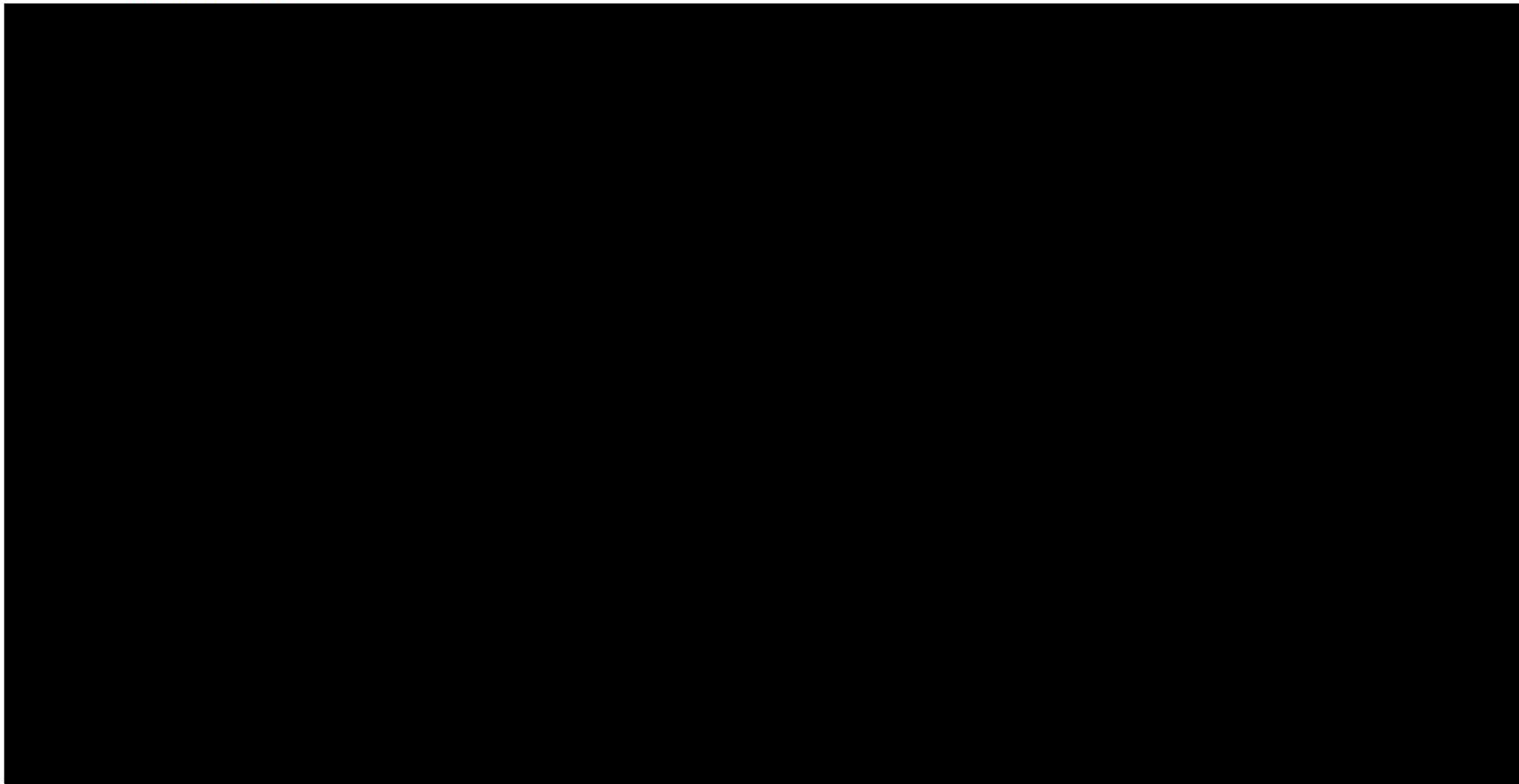
## Scope of Review

## Population Reviewed



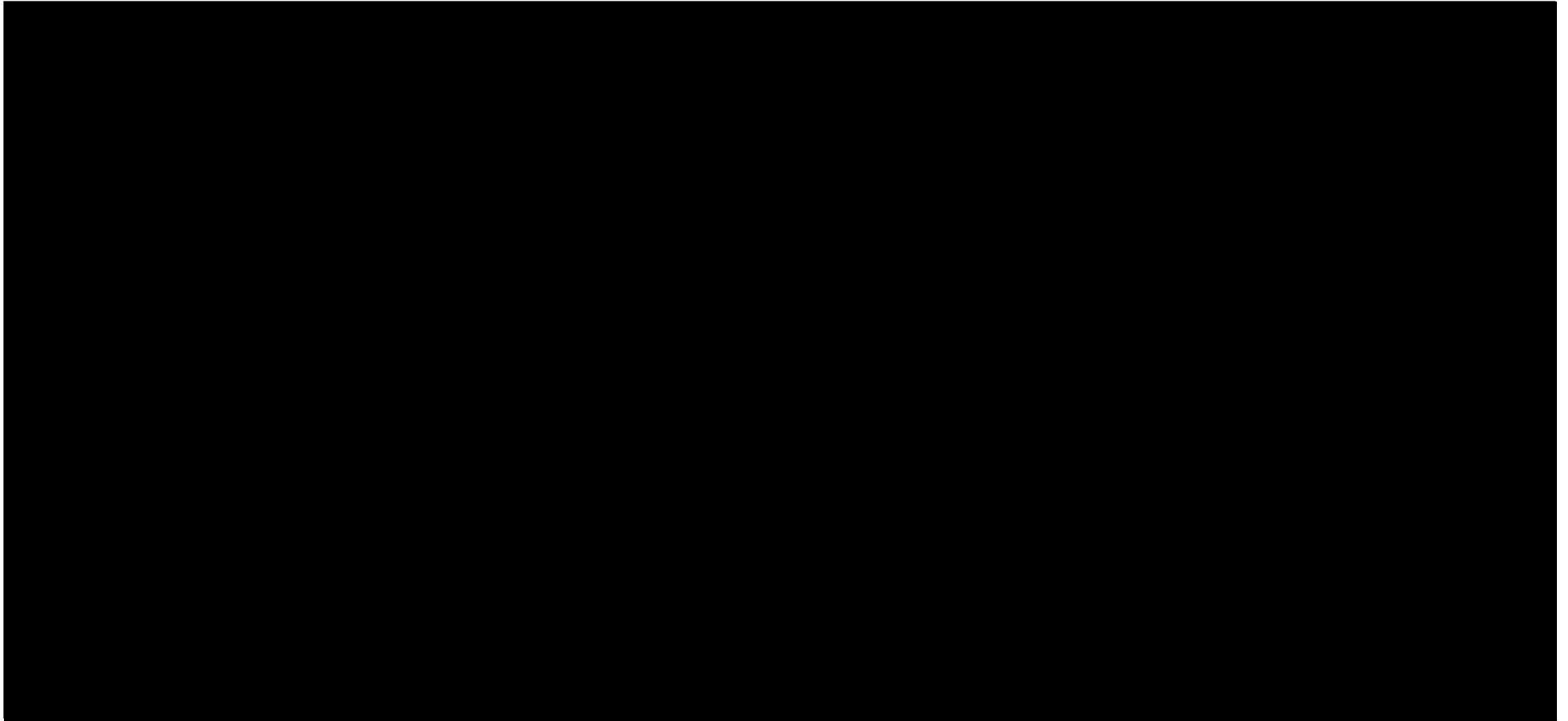
## **Potential Findings**

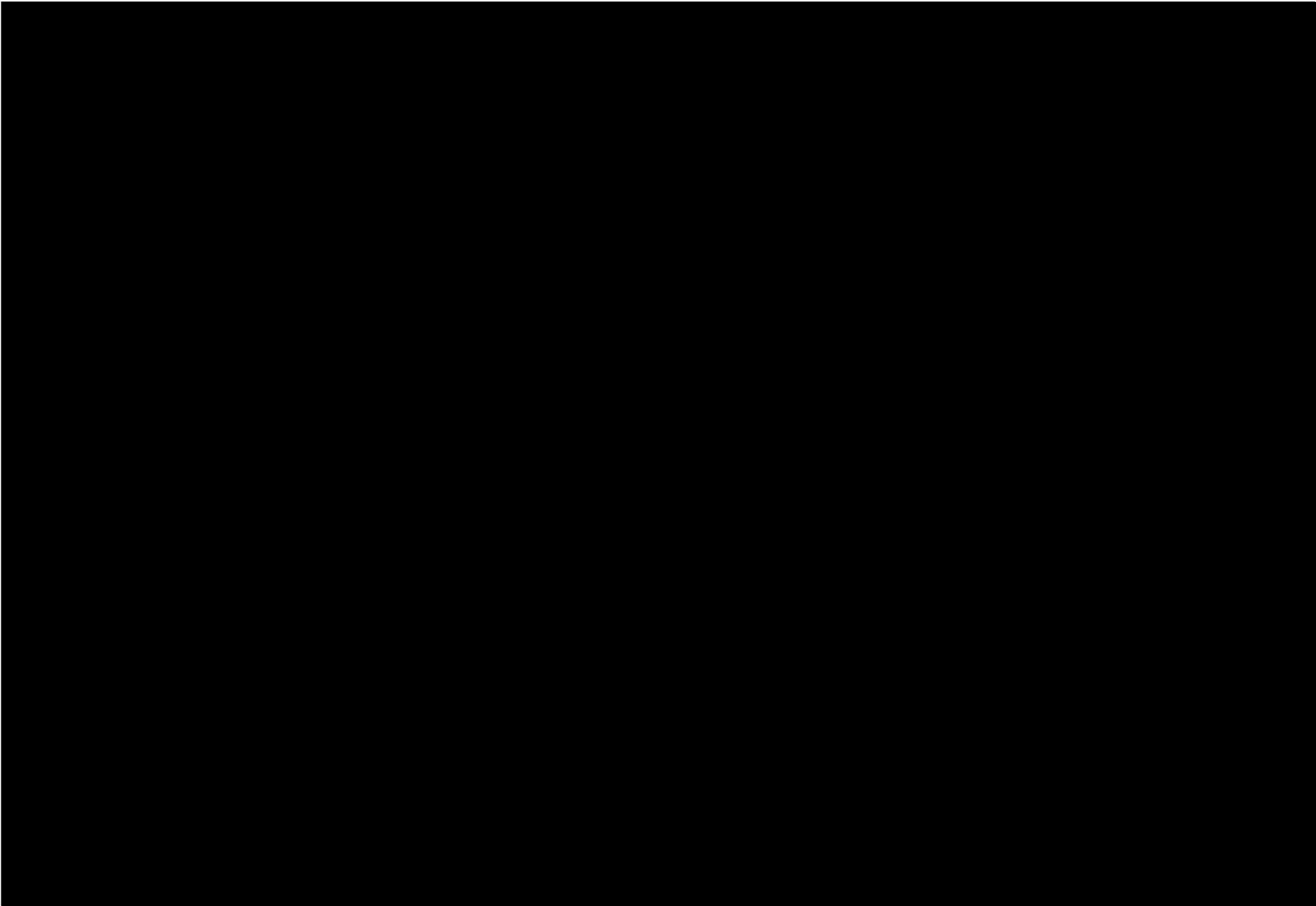
The following potential Observations and Material Exceptions were identified during the files reviews that were conducted between January 1 – January 31, 2017. The graphs below present the most frequently identified Observations and Material Exceptions amongst the 43 applications that were reviewed.





## Recommendations







#### About AECOM

AECOM is built to deliver a better world. We design, build, finance and operate infrastructure assets for governments, businesses and organizations. As a fully integrated firm, we connect knowledge and experience across our global network of experts to help clients solve their most complex challenges. From high-performance buildings and infrastructure, to resilient communities and environments, to stable and secure nations, our work is transformative, differentiated and vital. A Fortune 500 firm, AECOM had revenue of approximately \$20.2 billion during fiscal year 2018. See how we deliver what others can only imagine at [aecom.com](http://aecom.com) and [@AECOM](https://twitter.com/AECOM).

AECOM  
1600 Perimeter Park Drive, Suite 400,  
Morrisville, North Carolina