ADDENDUM NUMBER 01

DATE: SEPTEMBER 22, 2022

PROJECT: GRAVITY SEWER REHABILITATION PACKAGE NO. 8

OWASA CIP NUMBER: 276-18

OWNER: ORANGE WATER AND SEWER AUTHORITY

TO: ALL PLANHOLDERS

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated September 19, 2022, Addendum Number 01 issued September 22, 2022, with amendments and additions noted herein below.

Acknowledge receipt of this Addendum in the space provided in the Bid form. Failure to do so may disqualify the Bidder.

This Addendum consists of 24 pages:

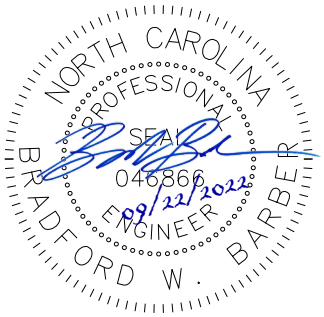
CHANGES TO THE SPECIFICATIONS:

1. Replace Section 00 52 15 Agreement form in its entirety with the attached revised form.

CHANGES TO THE DRAWINGS: **NONE**

BIDDERS' QUESTIONS: **NONE**

-END OF DOCUMENT-



AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, in the year 20_____ by and between Orange Water and Sewer Authority (OWASA), Carrboro, North Carolina, party of the first part, and _____party of the second part, (Contractor).

Orange Water and Sewer Authority (OWASA) and Contractor, in consideration of the mutual covenants set forth herein, hereby agree as follows:

ARTICLE 1 - WORK

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

The Gravity Sewer Rehabilitation Package No. 7 Project consists of various sewer rehabilitation projects throughout the OWASA service area. The project area is located throughout the Towns of Chapel Hill and Carrboro. The Project includes, but is not limited to, furnishing of labor materials, and equipment for the construction of the following: 8-in diameter gravity sewer to be rehabilitated using cured-in-place lining; rehabilitation of existing manholes using calcium aluminate cementitious lining systems, other manhole rehabilitation work including, but not limited to sand blasting, patching voids and all frame connections with non-shrink grout flexible chimney seals; traffic control; and bypass pumping and all associated appurtenances as described in the Specifications and as shown on the Drawings.

The foregoing description shall not be construed as a complete description of all work required.

ARTICLE 2 - THE PROJECT

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

OWASA CIP: #276-18, Project: “Gravity Sewer Rehabilitation Package No. 8”

ARTICLE 3 - ENGINEER

3.01 OWASA will act as the Engineer on the project.

ARTICLE 4 - CONTRACT TIME

4.01 Time of the Essence

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

4.02 Contract Times: (Consecutive Calendar Days)

A. Days to achieve Substantial Completion, Final Completion, and Final Payment:

The Work shall be Substantially Complete in accordance with Paragraph 15.03 of the General Conditions within **Sixty (60) CONSECUTIVE CALENDAR DAYS,** after the date when the Contract Time commences to run (Notice to Proceed), and Finally Complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **Ninety (90) CONSECUTIVE CALENDAR DAYS** after the date when the Contract Times commence to run (Notice to Proceed). Notice to Proceed date will be coordinated with Contractor.

B. Bidder accepts the provisions of the Agreement as to Liquidated Damage.

4.03 Liquidated Damages

A. The Contractor and Orange Water and Sewer Authority recognize that time is of the essence for this Agreement and that the Orange Water and Sewer Authority will suffer financial and other losses if the Work is not completed within either or both the time of Substantial Completion and the time of Final Completion as specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expenses, and difficulties to both parties involved in proving or contesting in a legal or mediation preceding the actual loss suffered by Orange Water and Sewer Authority, if the Work is not completed on time. Accordingly, instead of requiring any such proof of losses, it is agreed that the Contractor shall be liable for and pay the following amounts to Orange Water and Sewer Authority as Liquidated Damages, and not as a penalty:

Completion Milestone Date	Liquidated Damages (per day)
Date of Substantial Completion	$1,000
Date of Final Completion	$1,000

B. Liquidated damages will be assessed for the above listed amounts for each and every day the Work remains incomplete beyond the date of Substantial Completion and the date of Final Completion, either date being independent of the other.

4.05 Weather Related Delays

A. Contractor's requests to extend Contract Time based on weather related delays shall be made in writing and shall be made with reference to the table below as the reasonably expected weather conditions for a given month. Contractor will still need to demonstrate the adverse effect on the construction schedule. Unless Orange Water and Sewer Authority agrees otherwise, the weather conditions must be shown by use of data, submitted by the Contractor, from either the National Weather Service (NWS) for Carrboro, North Carolina or NWS readings from a location closer to the site than Carrboro, North Carolina, and not by use of weather readings on the Site or by the Contractor. Notwithstanding the General Conditions, in order to request an extension of Contract Time for abnormal

weather conditions the form must be submitted by the tenth (10th) day of the month after the month as to which the request is made.

Month	Expected number of days with 0.1 or more inches precipitation
January	10
February	10
March	10
April	9
May	10
June	9
July	11
August	10
September	8
October	7
November	8
December	9

4.06 Work Related to Weekends or Orange Water and Sewer Authority Holiday

A. The Contractor shall have notified the OWASA by 3:30 PM, three (3) days in advance of the day of the Contractor's request to Work on a specific Saturday, Sunday, or holiday. Notwithstanding the General Conditions, if the day on which the notice is to be given is a Saturday, Sunday, or OWASA holiday, the request shall be made by the first day before that Saturday, Sunday, or holiday that is not a Saturday, Sunday, or OWASA holiday.

ARTICLE 5 - CONTRACT PRICE

5.01 Orange Water and Sewer Authority shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a Lump Sum of: _____ _____(words), ($_____ (numerals)).

B. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

C. For all Work, at the price(s) stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Orange Water and Sewer Authority shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the twenty-fifth (25th) day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 below provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts Orange Water and Sewer Authority may withhold, including but not limited to liquidated damages, in accordance with the Contract.

2. Orange Water and Sewer Authority will retain five (5%) percent of the amount of each estimate until Work covered by the Contract is fifty percent (50%) complete (50% of the Total Contract Amount). If after the Project is deemed fifty percent (50%) complete based upon the Contractor's gross Project invoices, excluding the value of materials stored on and off-site, and the Contractor provides Orange Water and Sewer Authority the following:

   a. Written verification evidencing fifty percent (50%) completion of the Project; and,

   b. Written consent of the surety named in the Project performance and payment bonds agreeing that Orange Water and Sewer Authority shall not retain more than two and one-half percent (2½%) of the Total Bid Price in retainage from periodic payments due to the Contractor;

   c. Orange Water and Sewer Authority shall reduce retainage to two and one-half percent (2½%) of the Total Bid Price from future periodic payments if Orange Water and Sewer Authority finds that the Contractor is performing satisfactorily, and any nonconforming Work identified in writing by Orange Water and Sewer Authority (prior to the point of fifty percent (50%) Project completion) has been corrected by the Contractor and accepted by the Orange Water and Sewer Authority, whoever provided such prior notice of nonconforming Work. If, however, Orange Water and Sewer Authority determines the Contractor's performance is unsatisfactory, Orange Water

and Sewer Authority may reinstate the specified retainage for each subsequent periodic payment.

d. In addition to the retainage amounts allowed to be held by Orange Water and Sewer Authority, it shall also retain all rights allowed under this Agreement to withhold payment to the Contractor in accordance with the General Conditions and for unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, or third-party claims filed against Orange Water and Sewer Authority or reasonable evidence that a third-party claim will be filed.

e. Within sixty (60) days of receipt by Orange Water and Sewer Authority of (1) an Application for Payment and (2) written consent of the surety, and after City has either (1) received a certificate of Substantial Completion or (2) received beneficial occupancy or use of the Project (if applicable), Orange Water and Sewer Authority shall pay an amount sufficient to increase total payment to Contractor to the Contract Price, less such amounts as OWASA shall determine in accordance with the General Conditions, including up to two hundred fifty percent (250%) of OWASA's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Orange Water and Sewer Authority shall pay the remainder of the Contract Price as recommended by OWASA's designated representative as provided in said Paragraph 15.06.

B. Prior to issuing final payment, the Contractor will furnish to Orange Water and Sewer Authority certification that: All Subcontractors and vendors associated with this Contract have been paid; no liens and/or lawsuits have been placed against the Contractor for this Work; and the total dollar amount has been paid to all Subcontractors, Suppliers, and others associated with this project.

C. Upon final completion and acceptance of the Work in accordance with the General Conditions, Orange Water and Sewer Authority shall pay the remainder of the Contract price as recommended by OWASA's designated representative.

ARTICLE 7 – INTEREST [NOT IN CONTRACT]

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Orange Water and Sewer Authority to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions; and (2) reports and drawings relating to Hazardous Environmental Condition, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Orange Water and Sewer Authority and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given OWASA written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by OWASA is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of all of the items listed in the Table of Contents and the drawings prepared by OWASA Titled “Gravity Sewer Rehabilitation Package No. 7” and Dated August 2022. See the Article 5 of the General Conditions.

B. The documents listed in Paragraph 9.01 are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed under Article 9.01 of this Agreement.

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

E. Coordination of General Conditions, Agreement, and Technical Specifications.

1. All components of the Contract Documents are essential elements of the Contract between the Owner and Contractor, and notwithstanding the requirements of Article 3.03 of the General Conditions, in case of a conflict or contradiction among the General Conditions, Agreement, and Technical Specifications, the following shall be the order of controlling authority as among these documents: The Technical Specifications shall control over the Agreement and the Agreement shall control over the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Notices and Communications

A. All notices and other communications required or permitted by Contract shall be in writing and shall be given by personal delivery, email, or certified United States mail (return receipt requested) addressed/email as follows:

To Orange Water and Sewer Authority:
Attention: Brad Barber
Project Manager
Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, North Carolina 27510

To the Contractor:
Attention: _____
Firm Name: _____
Street Address: _____
City, State Zip Code: _____
Phone Number: _____
Email: _____

B. A change of address, email, or person to receive notices or communications may be made by either party by notice given to the other party. Any notices or communications under Contract shall be deemed given at the time of actual delivery, if it is personally delivered or faxed. If the notices or communications are sent by United States mail, it shall be deemed given upon the third calendar day following the day on which the notices or communications were postmarked, or upon actual delivery, whichever first occurs.

10.06 Technical Data and Other Work

A. Hazardous Environmental Condition
No reports or drawings related to Hazardous Environmental Condition are known to Orange Water and Sewer Authority.

B. Other Work
Orange Water and Sewer Authority is unaware of any other work on the Site at the time of Notice to Proceed.

10.07 Contractor's Liability Insurance

A. Workers compensation insurance shall cover employers' liability, $1,000,000.
B. Automobile liability insurance shall have a combined single limit not less than $1,000,000 per occurrence; aggregate limit not less than $2,000,000 per year.
C. The policies of insurance required by the General Conditions shall have a combined single limit not less than $1,000,000 per occurrence; aggregate limit not less than $2,000,000 per year.
D. An Excess Liability Policy naming the contractor or other person who will be performing the activity as insured and also naming Orange Water and Sewer Authority as an additional insured in an amount not less than **$5,000,000.00** for bodily injury, personal injury, property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the Insurance Services Office Form applicable to such policy.)
E. Professional liability insurance coverage self-insured retentions/deductibles in excess of $10,000 must be approved by Orange Water and Sewer Authority's Finance Director.
F. Professional liability insurance coverage shall have a combined single limit not less than $2,000,000 per claim applicable to this Contract.
G. Wherever in this Article the terms "The Insured" and OWNER occurs with respect to coverage in a policy, it shall mean Orange Water and Sewer Authority and its agent and agencies, all municipalities where work is being performed under the Contract and any other parties specifically designated herein, who shall be named as insured in each policy issued. The insurance policies required herein shall not contain any Third-Party Beneficiary Exclusion.

CERTIFICATE OF INSURANCE
(Attach)

See Article 5 of the General Conditions and Article 10.07 herein above for specific requirements.

POWER OF ATTORNEY
(Attach)

ARTICLE 11 - CERTIFICATE OF ATTORNEY

I hereby certify that I am the duly appointed attorney for Orange Water and Sewer Authority and that I have examined the foregoing instrument and Bond, and insurance documents and I have approved the same as being legal and in proper form.

This _____ day of _____, 20___.

_____
AUTHORITY GENERAL COUNSEL

ARTICLE 12 - CERTIFICATE OF PAYMENTS

I hereby certify that I am the legal and duly appointed Financial Officer for Orange Water and Sewer Authority and that provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by Bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

This _____ day of _____, 20___.

BY: _____
DIRECTOR OF FINANCE AND
CUSTOMER SERVICE

ARTICLE 13 - CONTRACTOR'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

FOR CORPORATIONS:

THIS IS TO CERTIFY that on this day _____ appeared before me, with whom I am personally acquainted, who, being duly sworn, says that he or she* is the _____ (title of signatory party) and that _____ (name of attesting party) is the Assistant* Secretary of _____, the Corporation described in and which executed the foregoing Contract; that he or she* knows the common seal of said corporation; that the seal affixed to the said instrument is said common seal; that the name of the corporation was subscribed thereto by the said Vice* President and that the said Vice* President and Assistant* Secretary-subscribed their names thereto and said common seal was affixed, all by order of the Board of Directors of said Corporation, and said instrument is the act and Deed of said Corporation.

FOR PARTNERSHIPS AND INDIVIDUALS:

THIS IS TO CERTIFY that on this day _____ appeared before me, with whom I am personally acquainted, who, being duly sworn, says that he or she* is the Owner or Partner* of _____, the entity described in and which executed the foregoing Contract; and that if a Partner, he or she* attests that the consent of all partners was attained before executing said Contract.

Witness my hand and notarial seal, this the ___ day of _____, 20__

_____
Notary Public

My commission expires: _____

* Strike as needed

ARTICLE 14 - OWNER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

THIS IS TO CERTIFY that on this day _____ personally appeared, and acknowledged before me that (he or she*) is the _____ of Orange Water and Sewer Authority, and that, by authority of the Board of its Directors, (he or she*) executed the foregoing document on its behalf, as its act and deed.

Witness my hand and notarial seal, this the ___ day of _____, 20__

* Strike as needed

_____
Notary Public

My commission expires: _____

ARTICLE 15 - CONTRACT SIGNATURES

IN WITNESS WHEREOF, said Individual, Partnership or Corporation (circle one) has caused these presents to be signed in its corporate name, its corporate seal to be hereto affixed and attested by its secretary, and the Owner has caused these presents to be executed in its name by the Executive Director, attested by its Secretary and its Official Corporate Seal to be affixed all by order of its Board of Directors as of the day and year first above written.

Individuals or Partnerships Sign Below

Printed Legal Name of Individual or Partners: Signature(s):

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

ATTEST:

_____ _____

Secretary Partnership Name (if applicable)

Corporations Sign Below

Name of Corporation: _____

ATTEST Signature: _____

_____ Title: _____

Corporate Secretary or Assistant Secretary

(SEAL) Officer's Printed Name: _____

OWASA Sign Below

ORANGE WATER AND SEWER AUTHORITY

By:_____

Todd Taylor, Executive Director

IMPORTANT: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the Corporation; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a Corporation or a member of a partnership, a Power of Attorney must be attached hereto. Signature of Owner and Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment on the Owner's and Contractor's Affidavits which are found under Article 13 and Article 14 herein above this page.

PERFORMANCE BOND AND PAYMENT BOND

Date of Contract: _____

Contract Name and Number: Gravity Sewer Rehab. Package 7, CIP No. 276-18

Name of Principal (Name of Contractor): _____

_____

_____

Name of Surety: _____

_____

Name and Address of Surety's NC Resident Agent: _____

_____

Contracting Body: Orange Water and Sewer Authority

Amount of Performance Bond (in words and numerals): _____
_____ dollars ($_____)

Amount of Payment Bond: same dollar amount as the dollar amount of Performance Bond.

Date of Execution of these Bonds: _____

* *

KNOW ALL PERSONS BY THESE PRESENTS, that we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, numbered 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. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes

granting extensions of time) and additions to with respect to the Work, scope of work, and specifications.

* *

KNOW ALL PERSONS BY THESE PRESENTS, that we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the Work provided for in said Contract, and 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. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the Work, scope of work, and specifications.

* *

The Performance Bond and the Payment Bond are being combined here only for purposes of convenience in signing and acknowledging and the obligations of the Principal and of the Surety are the same as if the bonds were on separate documents. Each bond is in the dollar amount stated above, and the amounts of these bonds are not combined. The Surety agrees that both of these bonds are fully binding on it whether or not the Principal executes these bonds. These bonds are given pursuant to Article 3 of Chapter 44A of the NC General Statutes.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument (for both the Performance Bond and the Payment Bond) under their several seals on the date of execution 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.

ATTEST:

_____	_____
Principal Secretary (SEAL)	Principal
	By: _____(1)
	By: _____(1)
	By: _____(1)
	_____ (Address)
_____	_____
Witness as to Principal	(Phone Number)
_____	
	_____ (Surety)

ATTEST:

_____	By: _____
N. C. Resident Agent (SEAL)	Attorney-in-Fact
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	(Phone Number)

(1) If Contractor is a Partnership, all partners should execute Bond

(Note: If you use a raised corporate seal, press hard enough to make it legible.)

PERFORMANCE AND PAYMENT BOND - POWER OF ATTORNEY

(Attach)

ACKNOWLEDGEMENT OF CONTRACTOR'S EXECUTION OF CONTRACT, PERFORMANCE BOND AND PAYMENT BOND

State of _____ County of _____

I, _____, a notary public for the aforesaid county and state, certify that personally appeared before me this day, and acknowledged that he or she is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing (1) Contract with Orange Water and Sewer Authority and (2) Performance Bond and Payment Bond with respect to the Contract, were signed in its name by its _____President, whose name is _ _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the ____ day of _____ .

_____
NOTARY PUBLIC

My commission expires:

ACKNOWLEDGEMENT OF SURETY'S EXECUTION OF PERFORMANCE BOND AND PAYMENT BOND

State of _____ County of _____

I, _____, a Notary Public for said county and state, certify that _____, personally appeared before me this day and acknowledged that he or she is Attorney in Fact for _____, the Surety named in the foregoing Performance Bond and Payment Bond, in both of which bonds the contracting body is Orange Water and Sewer Authority, and that he or she executed said bonds, under the seal of said Surety, on behalf of said Surety.

This the ____ day of _____ .

_____
NOTARY PUBLIC

My commission expires: _____

NON-DISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of the Orange Water and Sewer Authority and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

SIGNATURE FOR CORPORATION

_____
Corporate Name

ATTEST:

_____ BY: _____
Secretary* / Assistant Secretary* President* / Vice President*

_____ _____
(Printed Name) (Printed Name)

(Corporate Seal)

INDIVIDUAL OR PARTNERSHIP SIGNATURE

BY: _____(SEAL)
(Printed Name)

WITNESS:

_____

_____
(Printed Name)

*choose one

-END OF DOCUMENT-

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