

CAMDEN COUNTY BOARD OF COMMISSIONERSBOC - Special Meeting – August 27, 2018

Camden County Board of Commissioners**BOC - Special Meeting****August 27, 2018, 8:30 AM****Historic Courtroom, Courthouse Complex****Camden, North Carolina****MINUTES**

A special meeting of the Camden County Board of Commissioners was held on August 27, 2018 in the Historic Courtroom, Camden, North Carolina. The following were present:

CALL TO ORDER**Board Members Present**

Attendee Name	Title	Status	Arrived
Garry Meiggs	Commissioner	Present	8:30 AM
Clayton Riggs	Chairman Commissioner	Absent	
Tom White	Vice Chairman Commissioner	Present	8:30 AM
Randy Krainiak	Commissioner	Present	8:30 AM
Ross Munro	Commissioner	Present	8:30 AM

Staff Present:

Attendee Name	Title	Status	Arrived
Ken Bowman	County Manager	Present	8:30 AM
Stephanie Humphries	Finance Officer	Present	8:30 AM
David Credle	Public Works Director	Present	8:30 AM
Amy Barnett	Assistant Clerk to the Board	Present	8:30 AM

Also Present List

Attendee Name	Company	Purpose of Attendance
Sean Robey	Eastern Carolina Engineering & Construction Inc.	Speak on Liner Replacement
Chuck Harrell	Clearfield MNG	Speak on Liner Replacement

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CONSIDERATION OF AGENDA

Motion to Approve Agenda as Presented

RESULT:	PASSED [UNANIMOUS]
MOVER:	Randy Krainiak, Commissioner
AYES:	Meiggs, White, Krainiak, Munro
ABSENT:	Riggs

NEW BUSINESS:

Lagoon Liner Replacement, Contract, & Budget Amendment

County Manager Ken Bowman asked Public Works Director David Credle to lead the discussion of this agenda item.

David Credle, Public Works Director

- In January 2018 a tear in the lagoon liner of the waste water treatment plant was discovered.
 - Tear was 15-20 feet long
 - Thought was to patch it and move on
 - Day after discovery, tear expanded to 3 times its original size
- State of NC was called
 - State inspectors came and investigated
 - A notice of violation was issued
 - Public Works was told that the liner must be repaired or replaced
- Contacted Joe Enloff, who is experienced with such liner repair
 - Discussed options for repair
 - Repair one side of liner
 - Liner specialist looked at it and said it was a 10 year liner whose lifespan was up
 - Liner is brittle, and will continue to deteriorate, ultimately will completely fail
 - Place new liner on top of old
 - Repair part of liner
 - All options except replacing entire liner do not address subgrade soils under the liner, and do not include any warranty for the money spent.
- Introduced Sean Robey, who spoke regarding replacement.

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Sean Robey, Eastern Carolina Engineering & Construction Inc.

- Chuck Harrell of Clearfield MNG is here with Mr. Robey
- Recall from previous meeting on same subject, a proposal from Clearfield, which was voted on several weeks ago
 - Was based on pumping all water out of lagoon and patching liner
 - Question was what would be cost to replace entire liner
- Clearfield MNG is not licensed contractor in state of NC, so David Credle and Joe Enloff prepared a bid package and put it out for bid, however no bids were received.
- Eastern Carolina Engineering & Construction was approached by Public Works Director to see if they would be able to work with Clearfield MNG to provide NC licensure to the project.
- Not much progress pumping water out of lagoon due to over 17 inches of rain during month of July 2018. Sprayfield area was too wet and there was too much water in the lagoon.
- Needed to come up with a way to hold back the water
 - Method called Aqua Damming
 - 8 foot tall flexible tubes that can be filled full of water, braced, and then pump out the water on the side leaving dry ground so old liner can be removed and excavate the necessary tow trenches to secure the new liner in place.
- Ability to pump out water and replace liner is difference between prior proposal and what is before board now.

County Manager Ken Bowman asked Mr. Robey to speak about the thickness of and warranty for the liner.

Mr. Robey gave the following details:

- Prior liner was a 45 mil RPP (Reinforced Poly Propylene) liner. Such liners are not used much anymore.
- New liner is a 60 mil HDPE (High Density Polyethylene) liner
 - Heat fusible, can be welded back together if anything happened to it.
 - Easier to repair
 - 20 year warranty

Vice Chairman Tom White asked if there were conditions on the warranty.

Chuck Harrell of Clearfield MNG answered:

- 20 year warranty is on product itself
 - If parts begin to show degradation or unusual wear, will replace entire liner free of cost
- Warranty does not cover:
 - Damage by acts of nature
 - Damage by wildlife
 - Damage caused by equipment / actions of the owner

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Mr. Harrell added that it would have to be a pretty severe weather event to tear a 60 mil liner.

Commissioner Ross Munro asked if there was any way to mitigate potential damage that could be caused by weather events such as ice / snow / freezing weather.

Mr. Harrell answered saying that Camden has seen several ice / freeze events during the lifespan of the current liner which was 40 mil, and it lasted this long, a 60 mil liner should have no problems withstanding the same.

Commissioner Munro then asked how soon work could commence on this if it were approved. Mr. Harrell stated it is a 7 week process and could begin in October.

Vice Chairman Tom White asked David Credle, Public Works Director, if he had checked with other counties with regards to this kind of project.

Mr. Credle answered saying:

- There are plenty of companies that can put liners in.
- Camden's problem is complex, so much so that one company to do everything is the issue
 - Water treated from wastewater plant has to have somewhere to go
 - Dirt / soil under liner needs attention
 - Liner needs replacing

Commissioner White clarified his question, that he wanted to know about experiences other counties / places have had with this company. Mr. Credle stated that Clearfield comes highly recommended.

Commissioner Randy Krainiak asked about available colors for the liner. Mr. Harrell responded that the white is the same exact material as the black and that the only difference is that the lighter colors tend not to get as hot as the darker colors. Darker colors absorb heat during the day and expand and shrink when they heat and cool, which can give the effect of looking wrinkled, but flatten back out at night when they cool down. Lighter colors reflect heat and do not get as hot. That said, the black is what is being recommended because it does not reflect and will not create a blinding effect on anyone working in the area.

Vice Chairman Tom White asked if any of the commissioners had any further questions for Mr. Robey or Mr. Harrell about the liner. Hearing none, he moved on to the contract.

Commissioner Garry Meiggs asked if the price quoted was the best price or if there was room for negotiation.

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Mr. Robey replied:

- Contract is a time & materials type of contract
- Believe amount is conservative
- There are a lot of unit prices, but feel the quantities are such that the actual project should be less than the projected amount
- Contract includes description of how each of the pay items for each of the quantities are measured and time lapses
- Some of the rental items included in contract are weather sensitive

Commissioner Meiggs asked if the unit price per hour rate on rental equipment is being charged if the equipment is there but not in use. Mr. Harrell responded that if it is on site, the rental amount is charged. He added that if adverse weather occurs and crews can not work, labor is not charged, but rental is.

Mr. Harrell added that until they get into the project, the actual condition of the subgrade under the existing liner is not known. On paper are assumptions and a good estimate. Mr. Robey added that there are areas under the current liner that "trampoline" due to no soil underneath, and there are a lot of variables as to conditions at the site.

Commissioner Krainiak asked when work would be finished on it were it approved. Mr. Harrell stated work could begin early October and could be completed as early as Thanksgiving.

County Manager Ken Bowman stated that where the liner is "trampolining", the subgrade soils are going to be built back up to eliminate that effect, and that all soil areas needing fill will be filled prior to installation of the new liner.

Mr. Harrell added that there will be a letter provided from the liner company saying they approve the subgrade before they install the new liner.

Commissioner Meiggs asked what the liner company checks. Mr. Robey stated they will check to make sure the subgrade is stable and graded correctly. Mr. Robey added that there was a conversation about compaction numbers and with the lagoon's bank and the unknown ability about how well it can be dried out, it was asked that in lieu of doing an actual test for compaction that the liner manufacturers letter of approval be accepted for the subgrade. Mr. Harrell added that the crew will walk the subgrade to look for things that could damage the new liner prior to its installation.

County Manager Ken Bowman added the following:

- Lagoon is primary outfall source of waste water treatment plant
- Good investment to replace liner now
- Serves a core function and is a justified expense. Is a need, not a want.
- Current liner is on borrowed time due to tears / degradation
- Current liner has been repaired as much as it can be, it needs to be replaced.

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Vice Chairman Tom White stated the options for considering the liner replacement, contract, and associated budget amendment are:

- Approve as is
- Approve subject to review by County Attorney
- Table and come back to it after County Attorney has reviewed

Commissioner Garry Meiggs made the following motion:

*Motion to Approve Contract Subject to Review by County Attorney
(contract is attached at end of these minutes)*

RESULT:	PASSED [UNANIMOUS]
MOVER:	Garry Meiggs, Commissioner
AYES:	Meiggs, White, Krainiak, Munro
ABSENT:	Riggs

Vice Chairman Tom White called for a motion to consider the budget amendment.

Commissioner Ross Munro made the following motion:

*Motion to Approve Budget Amendment 2018-19-BA005
(copy of budget amendment is attached at end of these minutes)*

RESULT:	PASSED [UNANIMOUS]
MOVER:	Ross Munro, Commissioner
AYES:	Meiggs, White, Krainiak, Munro
ABSENT:	Riggs

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ADJOURN

Vice Chairman Tom White adjourned the meeting at 9:00 AM.

Vice Chairman Commissioner Tom White
Camden County Board of Commissioners

ATTEST:

Amy Barnett, Planning Clerk
Assistant Clerk to the Board of Commissioners

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between Camden County (“Owner”) and
Eastern Carolina Construction, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The scope of work for this project will include storage irrigation lagoon membrane liner replacement and renovation at the Water Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, NC.

ARTICLE 2 – THE PROJECT

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

**Lagoon Membrane Replacement Project
South Mills Reclaimed Water Storage Lagoon**

ARTICLE 3 – ENGINEER

3.01 The Project was originally designed by Hobbs Upchurch as reflected in plans referenced in this agreement. Technical specifications have been designed by Anlauf Engineering, PLLC (Engineer) 4721 W. Eckner Street, Kitty Hawk, NC 27949, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Dates for Substantial Completion and Final Payment
- B. The Work will be is expected to begin on or around October 1, 2018 and substantially complete within seven weeks pending unforeseen circumstances. Both parties acknowledge that this is a time and materials contract.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. While the actual contract time is uncertain, as this is a time and materials unit price contract, it should be understood between the Contractor and Owner that the Contractor shall remain on-site throughout the project once the project is commenced. Unless prior agreed to between the Contractor and Owner, the Contractor shall remain fully mobilized with equipment and manpower throughout the duration of the project. If the Contractor demobilizes from the job for a period more than two (2) weeks prior to Substantial Completion of the Work, then the Contractor is subject to monetary damages due to the delay in completion of the Work. Damages shall be \$500.00 per calendar day until the Contractor resumes work.

ARTICLE 5 – CONTRACT PRICE

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

CONTRACT TOTAL: UNIT PRICES

\$ 489,044 dollars 00 cents (Four hundred eighty-nine thousand, forty four dollars and zero cents)

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item Number	Description	Qty	Unit	Unit Price	Extended Price
100	Equipment and Material Mobilization And Demobilization	1	LS	\$ 25,870.00	\$ 25,870.00
101	Supply Labor including Site Supervision, Sr. Heavy Equipment Operator, and Heavy Equipment Operator I.	35	Day	\$ 2,280.00	\$ 79,800.00
102	Supply Equipment including Compact Wheel Loader with Forks, CAT 318 Hydraulic Excavator, CAT 305 Hydraulic Excavator, 4"x6" Diesel Pump, 2" Submersible Pump, Hoses, Project Vehicles, Enclosed Cargo Trailer, Fuel and Miscellaneous Tools	7	Wks	\$ 7,260.00	\$ 50,820.00
103	Supply 7 each 8'x18'x100' Cofferdam (HIS Aquabarrier or Equivalent)	6	Wks	\$ 17,950.00	\$ 107,700.00

Item Number	Description	Qty	Unit	Unit Price	Extended Price
104	Supply & Deliver Common Fill	1000	CY	\$ 19.00	\$ 19,000.00
105	Construction Debris Disposal	50	Ton	\$ 74.00	\$ 3,700.00
106	Construction Debris Transportation, Roll-off	5	Load	\$ 340.00	\$ 1,700.00
107	Non-Hazardous Mud Disposal (1700'x5'x0.5'=157 CY)	240	Tons	\$ 29.00	\$ 6,960.00
108	Non-Hazardous Mud Transportation, Roll-off	20	Load	\$ 285.00	\$ 5,700.00
109	Liner Crew Labor & Equipment Mobilization/ Demobilization	4	LS	\$ 7,500.00	\$ 30,000.00
110	Supply and Install 60 Mil HDPE Liner	1	LS	\$141,000.00	\$ 141,000.00
111	Concrete Attachment & Pipe Boots	1	LS	\$ 2,850.00	\$ 2,850.00
112	Supply and Deliver Bentonite Hole Plug (50lb Bag)	360	Bags	\$ 20.00	\$ 7,200.00
113	Supply and Deliver Contractor Seed Mix, Starter Fertilizer, Single New Straw Erosion Control Matting	1	LS	\$ 5,700.00	\$ 5,700.00
114	Supply NCDOT ABC Aggregate	24	Ton	\$ 31.00	\$ 744.00
115	Deliver NCDOT ABC Aggregate	2	Load	\$ 150.00	\$ 300.00
Estimated Project Total:					\$ 489,044.00

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).
2. Performance bond.
3. Payment bond.
4. General Conditions (pages 1 to 62, inclusive).
5. Specifications as listed in the table of contents of the Project Manual bearing the title “**Technical Specifications for The Replacement and Renovation Of the South Mills Reclaimed Water Irrigation Storage Lagoon Liner**” dated June 28, 2018, by Anlauf Engineering, PLLC.
6. Drawings consisting of:
 - A. Plan sheet entitled “Wastewater Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, North Carolina, Contract #2 WWTP, 59-day Storage Pond” as prepared by Hobbs, Upchurch & Associates, P.A., sealed by James H. Bowen, PE, plan sheet number CII.2C, G-2, dated February 2006 with a record drawing stamp date of 1/24/2008.
 - B. Plan sheet entitled “Wastewater Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, North Carolina, Contract #2 WWTP, 59-day Storage Lagoon Details” as prepared by Hobbs, Upchurch & Associates, P.A., sealed by James H. Bowen, PE, plan sheet number CII.2C, G-3, dated February 2006 with a record drawing stamp date of 1/24/2008.
 - C. Plan sheet entitled “Wastewater Treatment Facilities, Camden Village Core Project, South Mills Township, Camden County, North Carolina, Contract #2 WWTP, Storage Lagoon Details” as prepared by Hobbs, Upchurch & Associates, P.A., sealed by James H. Bowen, PE, plan sheet number CII.2C, G-4, dated February 2006 with a record drawing stamp date of 1/24/2008.
7. Addenda (N/A)
8. Exhibits to this Agreement (enumerated as follows):
 - a. Price and Payment Procedures (attached).
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Pre-Construction Meeting Minutes.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Camden County _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR

Eastern Carolina Construction, Inc. _____

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:
Eastern Carolina Construction, Inc. _____
PO Box 128 _____
Camden, North Carolina 27921 _____

License No.: _____ 57634 _____

This instrument has been pre-audited in the manner required by the local government fiscal control act.

FINANCE OFFICER

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Applications for payment.
- B. Change procedures.
- C. Unit prices.

1.2 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on Contractor's Application for Payment Form. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- B. Payment Period: Submit at intervals stipulated in the Agreement.
- C. Submit lien waivers.
 - 1. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.3 CHANGE PROCEDURES

- A. The Engineer may issue a Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate in the agreed upon number of days.
- B. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work, which are not pre-determined, contractor will provide unit price items to be approved by Engineer and submitted to the Owner for signature on the Change Order form.
- C. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- D. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.

1.4 UNIT PRICES

The contract for this project, **Lagoon Membrane Replacement Project – South Mills Reclaimed Water Storage Lagoon**, will be a unit price contract. Payment for the unit price contract shall include all materials, equipment, supplies, labor and all else required and or implied by the Contract Documents, Contract Drawings, and Contract Specifications. If a discrepancy is found to exist between the Contract Specification and this section, the instructions in this section shall apply. Items and a description of each are identified as follows:

100 MOBILIZATION/DEMOLITION

This item shall be paid for by the unit price bid lump sum. Payment shall include all labor, materials and equipment necessary for the project. This item shall be paid at 75% value the first month and 25% the second month.

101 PROJECT LABOR

This item shall be paid for by the unit price bid per day at the price per day reflected in the agreement. The daily labor rates include all payroll taxes and associated workers' compensation and general liability insurance required for the positions.

102 PROJECT EQUIPMENT AND TOOLS

This item shall be paid for by the unit price bid per week of construction. This payment item covers all of the necessary heavy equipment, pumps/hoses, fuel, and miscellaneous tools for the project. In the event work extends into a partial week, the weekly charge will be spread over the first three days and billed daily. Once three days have been accumulated the charge is for the entire week.

103 COFFERDAM RENTAL

This item shall be paid for by the unit price bid per week of construction. This item includes rental of seven (7) 8'x8'x100' cofferdams (HIS Aquabarrier brand or equivalent). There is a four week minimum rental of the cofferdam equipment to be charged. There are no partial weeks for this item. Once rental extends to the Monday of the next week, the entire rental for the week is charged.

104 SUPPLY AND DELIVER COMMON FILL

This item shall be paid for by the unit price bid per cubic yard of off-site material furnished to the site by the Contractor. The quantity of borrow material will be determined as follows: 12 CY per tandem truck, 15 CY per triaxle truck and 18 CY per quad axle truck.

The Contractor shall provide tickets for each load delivered. Tickets shall have the date, time of delivery to site, job name, truck number or identification and number of cubic yards.

105 CONSTRUCTION DEBRIS DISPOSAL

This item shall be paid for by the unit price bid per ton of construction material debris to be disposed of by the Contractor. The quantity of construction material debris will be determined by weigh tickets from the receiving facility.

106 CONSTRUCTION DEBRIS TRANSPORTATION ROLL-OFF

This item shall be paid for by the unit price bid per load of construction material debris to be disposed of by the Contractor. The quantity for this pay item will be the actual number of loads transported for disposal as verified by weigh tickets.

107 NON-HAZARDOUS MUD DISPOSAL

This item shall be paid for by the unit price bid per ton of non-hazardous mud to be disposed of by the Contractor. The quantity of non-hazardous mud will be determined by weigh tickets from the receiving facility or by agreed upon volume calculation.

108 NON-HAZARDOUS MUD TRANSPORTATION ROLL-OFF

This item shall be paid for by the unit price bid per load of non-hazardous mud to be disposed of by the Contractor. The quantity for this pay item will be the actual number of loads transported for disposal as verified by weigh tickets or Contractor records.

109 LINER INSTALLATION MOBILIZATION/DEMobilIZATION

This item shall be paid for by the unit price bid per mobilization/demobilization of the liner installation sub-contractor. This item includes mobilization and demobilization of labor and equipment. There is a one week lead time for mobilization of the liner crew.

110 60 MIL HDPE LINER

This item shall be paid for by the unit price bid per lump sum. This item includes purchase and installation of the liner. The liner is a 60 mil HDPE liner which includes a 20 year warranty.

111 CONCRETE ATTACHMENT AND PIPE BOOTS

This item shall be paid for by the unit price bid per lump sum. This item includes installation of the liner attachment to existing concrete structures and existing pipes.

112 BENTONITE HOLE PLUG

This item shall be paid for by the unit price bid per bag. Material used for plug shall be Bentonite as approved by the Engineer and the Owner. This item shall include materials, labor and equipment necessary for installation.

113 EROSION CONTROL

This item shall be paid for by the unit price bid per lump sum. Payment shall include labor, material, installation, and required maintenance of all erosion control devices shown on the Contract Drawings and any additional measures necessary to properly manage erosion and sedimentation control throughout the Contract time.

114 SUPPLY NCDOT ABC AGGREGATE

This item shall be paid for by the unit price bid per ton. ABC Aggregate shall be utilized to repair existing driveways as necessary. Quantity will be determined by weigh tickets from the supplying quarry.

115 DELIVER NCDOT ABC AGGREGATE

This item shall be paid for by the unit price bid per load of ABC aggregate to be delivered by the Contractor. The quantity for this pay item will be the actual number of loads transported for supplying ABC aggregate as verified by weigh tickets.

2018-19-BA005
CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2019.

Section 1. To amend the General & Water/Sewer Projects Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10399400-439900	Fund Balance	\$490,000	
29330760-434511	County Contribution	\$490,000	
Expenses			
106900-539730	South Camden Water & Sewer	\$490,000	
297500-574421	Wastewater Lagoon	\$490,000	

This Budget Amendment is made to appropriate funds to upgrade Wastewater Lagoon Liner.

This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 27th day of August, 2018.

Amy Barnett, Asst. Clerk to the Board
Camden County Board of Commissioners

Tom White, Vice Chairman
Camden County Board of Commissioners