

DURHAM



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CITY OF MEDICINE

**CITY OF DURHAM**

*Department of Public Works*  
101 City Hall Plaza | Durham, NC 27701  
919.560.4326 | F 919.560.4316

[www.durhamnc.gov](http://www.durhamnc.gov)

**DATE:** March 12, 2015  
**TO:** Perspective Bidders  
**SUBJECT:** SW-38 2015 Sidewalk Repairs  
**ADDENDUM 3:** Re-Advertisement

This addendum is to re-advertise SW-38 2015 Sidewalk Repairs.

A bid opening was held on March 11, 2015 at 2:00 PM. The City only received two bids. This is a formal bid and two bids are not enough to allow the City to open the bids. The project will be re-advertised for two weeks.

The new project schedule is as follows:

Advertisement – March 12, 2015 at 2:30 p.m.  
Pre-Bid Meeting – March 18, 2015  
Bid Opening – March 25, 2015  
Anticipated Completion – March 2016

The following sections of the project manual have been updated to reflect the new dates and are attached to this addendum:

Section 00 11 16 – Invitation To Bid  
Section 00 21 15 – Instructions To Bidders - EJCDC

Thank you for your interest in this project.

Sincerely,

*Clint A. Blackburn, EI*  
Project Manager  
919-560-4326 ext. 30245  
[Clint.Blackburn@durhamnc.gov](mailto:Clint.Blackburn@durhamnc.gov)

SECTION 00 11 16

INVITATION TO BID

Contract: SW-38

Project: 2015 Sidewalk Repair

Owner:

City of Durham  
101 City Hall Plaza  
Durham, North Carolina 27701

Engineer/Issuing Office:

Attention: Clint A Blackburn, E.I.  
City of Durham  
Department of Public Works  
Engineering Services  
101 City Hall Plaza  
Durham, North Carolina 27701  
(919) 560-4326 ext. 30245

Date: March 12, 2015

The City of Durham will open sealed formal Bids submitted by Bidders at 2:15 P.M. on March 25, 2015 for Contract SW-38, Project: 2015 Sidewalk Repair in the Durham City Hall Conference Room 1A, First Floor, 101 City Hall Plaza, Durham, North Carolina. The Project involves the furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for the complete installation of sidewalk and the installation of new curb cut ramps at various locations within the City of Durham.

The Project Manual may be viewed and downloaded, free of charge, from the City of Durham, Department of Finance, Purchasing Division web site:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

This information, as well as other details specific to the project, is also available on the Public Works' project website.

<http://durhamnc.gov/ich/op/pwd/consproj/Pages/Home.aspx>

City of Durham Street Construction Specifications as well as Water and Sewer Construction Specifications may be downloaded free of charge at:

<http://durhamnc.gov/ich/op/pwd/eng/Pages/ConsSpecs.aspx>

Bidders are encouraged to attend the pre-Bid conference at 2:00 P.M. on March 18, 2015 in the Audit

Services Conference Room 1A, First Floor, 101 City Hall Plaza, Durham, North Carolina.

Each bidder must be licensed under Chapter 87 of the North Carolina General Statutes. The City Council of the City of Durham reserves the right to reject any or all of the Bids. All bids must include a non-collusion affidavit.

To ensure that all bidders using the Purchasing Division's web site are kept up to date on any addenda, changes, or information notices, please send an e-mail to [clint.blackburn@durhamnc.gov](mailto:clint.blackburn@durhamnc.gov) indicating your intention to prepare a bid for the project. Failure to complete this step may render your bid as non-responsive.

Each bidder is advised that the work may be inspected and supervised by an engineer or firm under the direction of the City of Durham. The engineer or firm may also be involved in the identification of specific repair areas and the proposed method of repairs for the site work.

Contract: 2015 Sidewalk Repair

The City of Durham requires the Project to be completed in 180 calendar days from date of Notice to Proceed.

No bid shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit of cash or a certified or cashier's check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation (FDIC), in an amount equal to five percent (5%) of the amount of the Bid. The check shall be made payable to the City of Durham. Said deposit shall guarantee that the Contract will be entered into by the successful Bidder if the award is made. Such deposit of cash or certified or cashier's check may be held by the City until the successful bidder has executed and delivered the Contract Documents, including performance and payment bond, to the City of Durham and returned or kept in accordance with North Carolina General Statute 143-129.

Refer to other Bidding requirements described in Document 00 21 15 and Document 00 31 00.

In lieu of the cash deposit or certified or cashier's check mentioned above, the bidder may file a bid bond in the same amount executed by a corporate surety authorized to execute such bonds in North Carolina and conditioned as provided by North Carolina General Statute 143-129 and in the form attached to the bidding documents (see Appendix E) or on file with the Engineer. Bid bond forms enclosed as part of the Bidding Documents must be properly executed at the time bids are submitted before bid will be considered. Properly executed Power of Attorney of the corporate surety's agent shall accompany such bond and be attached to the page provided therefore in the bidding documents.

Bids shall be submitted under a condition of irrevocability, except as required by law, for a period of ninety (90) days after Bid opening.

The City of Durham reserves the right to accept or reject any or all bids.

END OF SECTION

SECTION 00 21 15

INSTRUCTIONS TO BIDDERS - EJCDC

1.1 SUMMARY

- A. Document Includes:
  - 1. Summary
  - 2. Defined terms.
  - 3. Copies of Bidding Documents.
  - 4. Qualifications of Bidders.
  - 5. Examination of Bidding Documents, other related data, and Site.
  - 6. Pre-Bid conference.
  - 7. Site and other areas.
  - 8. Interpretations and Addenda.
  - 9. Bid security.
  - 10. Contract Times.
  - 11. Liquidated damages.
  - 12. Substitute and “or-equal” items.
  - 13. Subcontractors, suppliers, and others.
  - 14. Preparation of Bid.
  - 15. Basis of Bid; comparison of Bids.
  - 16. Submittal of Bid.
  - 17. Modification and withdrawal of Bid.
  - 18. Opening of Bids.
  - 19. Bids to remain subject to acceptance.
  - 20. Evaluation of Bids and award of Contract.
  - 21. Contract security and insurance.
  - 22. Signing of Agreement.
  - 23. Sales and use taxes.
  
- B. Related Documents:
  - 1. Document 00 11 16 - Invitation to Bid.
  - 2. Document 00 31 00 - Available Project Information.
  - 3. Document 00 41 43 - Bid Form - Unit Price (Single-Prime Contract).
  - 4. Document 00 72 15 - General Conditions – EJCDC Stipulated Sum (Single-Prime Contract).
  - 5. Bond types and values.
  
- C. Notice of Bidding Documents and Contract Documents Provision Changes and Updates
  - 1. The Bidder is advised that these Bidding Documents and Contract Documents include numerous changes, revisions, and updates from prior City of Durham contracts.

1.2 DEFINED TERMS

- A. Refer to Article 1 of the General Conditions.

### 1.3 COPIES OF BIDDING DOCUMENTS

- A. The Bidding Documents are identified as “Project Manual including Bidding Documents, Contract Documents, and Technical Specifications for Contract No. SW-38, Project: 2015 Sidewalk Repairs”.
- B. Bidding Documents are on file in the Department of Public Works, Engineering Services Division, Third Floor, 101 City Hall Plaza, Durham, North Carolina. Copies of the Bidding Documents and Project Manual may be viewed and downloaded from the City of Durham, Department of Finance, Purchasing Division web site:  
  
<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>  
  
To ensure that all Bidders using the Purchasing Division’s web site are kept up to date on any Addenda, changes, or information notices, please send an e-mail to [clint.blackburn@durhamnc.gov](mailto:clint.blackburn@durhamnc.gov) indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.
- C. Complete sets of Bidding Documents shall be used in preparing Bids; neither the City of Durham nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. Upon receipt of Bidding Documents, Bidder shall verify that the Bidding Documents are complete. The Bidder shall notify the Engineer if they have received incomplete Bidding Documents.
- E. The City of Durham and Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 1.4 QUALIFICATIONS OF BIDDERS

- A. Notice Under the Americans with Disabilities Act (ADA):
  - 1. The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability. Anyone who requires an auxiliary aid or service for effective communications, or assistance to participate in a City program, service, or activity, should contact:

ADA Coordinator  
City of Durham  
Department of General Services  
Administration Division  
101 City Hall Plaza  
Durham, North Carolina 27701  
Phone: (919) 560-4197  
TTY: (919) 560-1200  
E-mail: [ADA@durhamnc.gov](mailto:ADA@durhamnc.gov)

All such requests should be submitted as soon as possible but no later than forty-eight (48) hours before any scheduled event.

- B. The Contractor shall demonstrate the ability to complete a majority of all portions of the Contract using equipment and personnel owned and employed by the Contractor. The Contractor shall include the following information in the Bid in the spaces provided:
  - 1. The number of years the Contractor has been regularly engaged in similar Contract municipal work and a list of projects they have completed with their equipment and personnel.
  - 2. A list of the Contractor's personnel experienced to do the Work including the Superintendent to be in charge of the Work, including the length of their experience with this type of municipal work.
  - 3. A list of the Contractor's equipment in good condition and suitable for completion of the Contract.
  
- C. Miscellaneous
  - 1. If the Contractor fails to demonstrate the ability to complete a majority of all portions of the Contract with equipment and personnel owned and employed by the Contractor, the Bid may be considered non-responsive.
  - 2. The Contractor shall be licensed under Chapter 87 of the North Carolina General Statutes as a General Contractor. The Privilege License of the Contractor shall be included in the Bid.
  - 3. A Privilege License for all Subcontractors of the apparent Successful Bidder, and those Bidders requested by the City of Durham, shall be filed within five (5) days after the Bid opening.
  - 4. City of Durham Privilege Licenses may be obtained from the Department of Finance, Treasury Management Division, located at 101 City Hall Plaza, Durham, North Carolina, (919) 560-4700.

#### 1.5 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- A. Subsurface and Physical Conditions
  - 1. The General Conditions identify:
    - a. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Engineer has used in preparing the Bidding Documents.
    - b. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that the Engineer has used in preparing the Bidding Documents.
  
- B. Copies of reports and drawings referenced in Paragraph 1.5.A.1 will be made available by the City of Durham to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Bidder is entitled to rely and have been identified and established as provided in Paragraph 4.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- C. Underground Facilities
1. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the City of Durham and Engineer by owners of such Underground Facilities, including the City of Durham, or others.
- D. Hazardous Environmental Condition
1. The General Conditions identify those reports and drawings related to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
  2. Copies of reports and drawings referenced in Paragraph 1.5.D.1 will be made available by the City of Durham to any Bidder on request. Those reports and drawings are not part of the Contract Documents but the “technical data” contained therein upon which Bidder is entitled to rely and have been identified and established as provided in Paragraph 4.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraph 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to Hazardous Environmental Conditions at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Technical Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.
- F. On request, the City of Durham will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. All requests for access to the Site must be received forty-eight (48) hours prior to the preferred time of access. All Site access requests must be made to and coordinated by the Resident Project Representative (Clint Blackburn 919-560-4326 ext. 30245). The Bidder may not access any Site without written permission from the City of Durham.
- G. Reference is made to Paragraph 7.04 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by the City of Durham or others (such as utilities and other contractors) that relates to the Work contemplated by these Bidding Documents. On request, the City of Durham will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- H. It is the responsibility of each Bidder before submitting a Bid to:

1. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
  2. visit the Site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
  3. become familiar with and satisfy Bidder as to all federal, state, and local, Laws and Regulations that may affect cost, progress, and performance of the Work;
  4. carefully study all:
    - a. reports of explorations and tests of subsurface conditions at or contiguous to the Site and 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 Paragraph 4.02 of the General Conditions, and
    - b. reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in Paragraph 4.06 of the General Conditions;
  5. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying and specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
  6. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
  7. become aware of the general nature of the Work to be performed by the City of Durham and others at the Site that relates to the Work as indicated in the Bidding Documents;
  8. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
  9. promptly give Engineer written notice of all conflicts, errors, ambiguities, omissions, or discrepancies that Bidder discovered in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  10. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Paragraph 1.5, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by



the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performing and furnishing of the Work.

#### 1.6 PRE-BID CONFERENCE

- A. A pre-Bid conference will be held at 2:00 P.M., February 25, 2015, in the Department of Public Works Conference Room 3A, Third Floor, 101 City Hall Plaza, Durham, North Carolina. Representatives of the City of Durham, Engineer, and the Department of EO/EA will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such agenda as Engineer considers necessary in response to questions arising from the conference. Oral statements may not be relied upon and shall not be binding or legally effective.
- B. Bidder questions pertaining to the Work and SDBE participation will be addressed at the pre-Bid conference. Bidders may also identify potential SDBE Subcontractors at the pre-Bid conference.

#### 1.7 SITE AND OTHER AREAS

- A. The Site is identified in the Bidding Documents. Right-of-Entry and easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City of Durham unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

#### 1.8 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. All Addenda will also be posted on the City of Durham, Department of Finance, Purchasing Division web site:

<http://durhamnc.gov/ich/as/fin/Pages/bids.aspx>

Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect.

- B. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the City of Durham or Engineer.

1.9 BID SECURITY

- A. No Bid shall be considered or accepted unless at the time of its filing the same shall be accompanied by a deposit of cash or a certified or cashier's check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation (FDIC), in an amount equal to five percent (5%) of the amount of the Bid. The check shall be made payable to the City of Durham. Said deposit shall guarantee that the Contract shall be entered into by the Successful Bidder if the award is made.
- B. In lieu of the cash deposit or certified or cashier's check mentioned above, the Bidder may file a Bid bond in the same amount executed by a corporate surety authorized to execute such bonds in North Carolina and conditioned as provided by North Carolina General Statute 143-129 and in the form attached to the Bidding Documents or on file with the Engineer. Bid bond forms must be properly executed at the time Bids are submitted before Bid will be considered. Properly executed Power of Attorney of the corporate surety's agent shall accompany such bond and be attached to the page provided therefore in the Contract Documents.
- C. The Bid security of the Successful Bidder shall be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice to Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, the City of Durham may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid security of other Bidders whom the City of Durham believes to have a reasonable chance of receiving the award may be retained by the City of Durham until the earlier of seven (7) days after the Effective Date of the Agreement or ninety (90) days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- D. Bid security of other Bidders who the City of Durham believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the Bid opening.
- E. In the event the Contract is not awarded, all Bid securities will be returned within seven (7) days after the Bid opening.

1.10 CONTRACT TIMES

- A. The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.
- B. The Bidder shall commence Work within ten (10) days of receipt of the Notice to Proceed. The Work must be performed continuously by the Bidder except with consent from the Engineer. Inclement weather that prohibits the performance of the Work by the Bidder shall not result in the performance of the Work being considered not continuous.

- C. In order for the Engineer to maintain adequate construction inspection oversight, the Bidder shall not deploy multiple crews to perform the Work without the consent of the Engineer.

1.11 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Agreement.

1.12 SUBSTITUTE AND “OR-EQUAL” ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

1.13 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. A Privilege License for all Subcontractors must be filed within five (5) days after the Bid opening.
- B. All Bidders are required to complete the SDBE Participation Document form E-101 and submit the completed forms with their Bid.
- C. Each Bidder must submit a “Statement of Intent to Perform as a Subcontractor” for each SDBE Subcontractor within five (5) days of the Bid Opening. The “Letter of Intent to Perform as a Subcontractor” form can be found in Appendix A and must be signed by each SDBE Subcontractor. SDBE goal participation is calculated by multiplying the goal percentages by the Bid price. A listing of the City of Durham certified SDBE firms for the Project can be found in Appendix B.
- D. All questions regarding SDBE documents or requirements may be directed to the City of Durham, Department of Equal Opportunity/Equity Assurance at (919) 560-4180.
- E. The City of Durham reserves the right to reject a proposed Subcontractor for reasonable cause.
- F. The General Conditions, Paragraph 6.06, require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to the City of Durham in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to the City of Durham a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by the City of Durham. If the City of Durham or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, the City of Durham may, before

the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- G. If apparent Successful Bidder declines to make any such substitution, the City of Durham may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds of forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which the City of Durham or Engineer makes no written objection prior to giving of the Notice of Award will be deemed acceptable to the City of Durham and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- H. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

#### 1.14 PREPARATION OF BID

- A. The approved Bid form is included with the Bidding Documents. All Bids must be submitted on the approved Bid form.
- B. The unit prices for specific items shall reflect all costs associated with furnishing, installing all items of Work as indicated on the Drawings and Technical Specifications, complete, in place and accepted, per the City of Durham Standards and Specifications, North Carolina Department of Transportation (NCDOT) Standards and Specifications, and the North Carolina Department of Environment and Natural Resources (NCDENR) Erosion and Sediment Control Planning and Design Manual.
- C. All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid form. A Bid price shall be indicated for each unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- D. The omission of prices for any item on the Bid form, or the tendering of any unbalanced Bid may be the cause for the rejection of the submitted Bid.
- E. The estimated quantities contained on the Bid form are for the purpose of comparing Bids. While the quantities are close approximations, they are not guaranteed. Payment will be made on the basis of the Work as actually executed at the unit prices set forth in the executed Agreement and under the provisions of such Agreement.
- F. There shall be no additional compensation to the Contractor for materials, equipment, or work that is incidental to the successful completion of the Contract. Incidental costs include the costs inherent to the complete installation of those individual items included on the Bid form. For example, those costs associated with water supply, waste disposal, temporary electrical services, surveying, staking, and storage are incidental and defined within the Technical Specifications of the Bidding Documents.

- G. Item values on the Bid form shall be given as figures (i.e. \$23,000.00) and in writing (i.e. Twenty-three thousand and no/100's dollars).
- H. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. Insert the corporate officer's capacity under each signature. The corporate address and state of incorporation shall be shown below the signatures.
- I. A Bid by a limited liability company shall be executed in the name of the firm by a member in the presence of a witness with signature, and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature. Affix the limited liability company seal adjacent to the signatures.
- J. A Bid by an individual or sole proprietorship shall be executed with a signature of the individual/sole proprietor in the presence of a witness with signature. Insert the words "Individual/Sole Proprietor" under the signature and show the Bidder's name and official address. Affix the individual/sole proprietor seal adjacent to the signature.
- K. A Bid by a partnership shall be executed in the partnership name and signed by all partners (whose title must appear under the signature) in the presence of a witness with signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signatures. Affix the partnership seal adjacent to the each partner signature.
- L. A Bid by a joint venture shall be executed by each party of the joint venture under their respective seals in a manner appropriate to each such party as described above for each party type. Provide a single signature sheet for each party to the joint venture.
- M. All names shall be typed or printed in ink below the signatures.
- N. The Bid shall contain an acknowledgment of all Addenda, the numbers of which shall be filled in on the Bid form.
- O. The address and telephone number for communication regarding the Bid shall be shown.
- P. The Bid shall contain evidence of the Bidder's authority and qualification to do business in the State of North Carolina or covenant to obtain such qualification prior to the award of the Contract. Bidder's State of North Carolina contractor license number, if any, shall also be shown on the Bid form.

#### 1.15 BASIS OF BID; COMPARISON OF BIDS

- A. Unit Price
  - 1. Bidders shall submit a Bid on a unit price basis for each item of Work listed on the Bid Schedule.
  - 2. The total of all estimated prices will be the sum of the Products of the estimated quantity of each item and the corresponding unit price. The final quantities and

Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.
- C. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the time allowed as set forth in the Agreement.

#### 1.16 SUBMITTAL OF BID

- A. Bidders shall be solely responsible for delivery of Bids in the required manner and time.
- B. No Bid shall be accepted or considered unless the complete set of required and executed documents is included with the Contractor's submittal.
- C. With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid form, and, if required, the Bid bond form. The unbound copy of these forms is to be completed and submitted.
- D. Each Bid shall include non-collusion affidavits for the Bidder. Affidavits for all Subcontractors of the apparent Successful Bidder, and those Bidders requested by the City of Durham, must be filed within five (5) days after the Bid opening. Blank Non-Collusion Affidavit Forms can be found in Appendix D.
- E. A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the following information:

1. Contract: SW-38
2. Project: 2015 Sidewalk Repairs
3. Name of Bidder:
4. Address of Bidder:
5. Phone Number of Bidder:
6. Contact Person for Bidder:
7. Phone Number of Contact:
8. Bidder's North Carolina General Contractor's License Number:
9. The above-name Bidder has enclosed, and checked as appropriate, the following items in the Bid (check all):

- a. Bid Form
  - b. SDBE Forms (E-101)
  - c. Non-Collusion Affidavit of Bidder
  - d. Privilege License of Bidder
  - e. Bid Security
  - f. List of Contractor Equipment and Personnel
  - g. Bidder Safety Review Form (Appendix K)
- F. Incorrect information, incomplete information, or irregularities on the Bid envelope may be cause for a Bid to be declared invalid or informal. Invalid or informal Bids will not be opened.
- G. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate mailing/delivery envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:
- Attention: Clint Blackburn, E.I.  
City of Durham  
Department of Public Works  
Engineering Services  
101 City Hall Plaza, 3<sup>rd</sup> Floor  
Durham, North Carolina 27701
- H. Bids submitted after the time listed in the Agreement and Invitation to Bid will be returned to the Bidder unopened.
- I. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared unacceptable at the City of Durham's discretion.
- J. Bid Forms, appendices, and enclosures which are improperly prepared may be declared unacceptable at the City of Durham's discretion.
- K. Failure to provide security deposit, bonds, or insurance requirements will invalidate the Bid at the City of Durham's discretion.

#### 1.17 MODIFICATION AND WITHDRAWAL OF BID

- A. Amendments to properly submitted Bids will be permitted when received in writing prior to Bid opening and when endorsed by the same party or parties who signed and sealed the Bid.
- B. Bidders may withdraw their Bid by written request at any time before Bid opening.
- C. No Bidder may withdraw a Bid after Bid opening and prior to the conclusion to the period of time stated in the Bid form except to the extent, if any, that may be required by law.

1.18 OPENING OF BIDS

- A. Bids shall be opened, unless obviously non-responsive, at the time and place indicated in the Advertisement or Invitation to Bid and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- B. Bidders may be present at the opening of Bids.

1.19 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for the period of time stated in the Bid form, but the City of Durham may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

1.20 EVALUATION OF BIDS AND AWARD OF CONTRACT

- A. The City of Durham reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The City of Durham further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The City of Durham may also reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder. The City of Durham also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate terms with the Successful Bidder.
- B. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- C. In evaluating Bids, the City of Durham will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award.
- D. In evaluating Bidders, the City of Durham will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Supplies, and other individuals or entities must be provided as provided in the General Conditions.
- E. The City of Durham may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- F. If the Contract is to be awarded, the City of Durham will award the Contract to the Bidder whose Bid is in the best interests of the Project.



1.21 CONTRACT SECURITY AND INSURANCE

- A. Article 5 of the General Conditions sets forth the City of Durham's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to the City of Durham, it shall be accompanied by such bonds.

1.22 SIGNING OF AGREEMENT

- A. After the City of Durham has identified the Successful Bidder, the Engineer on behalf of the City of Durham, will issue to the Successful Bidder, a written Notice to Award.
- B. When the City of Durham gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts to the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City of Durham. Within fifteen (15) days after execution of the Agreement by the Manager, the City of Durham will deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

1.23 SALES AND USE TAXES

The North Carolina General Assembly adopted legislation which required that contractors pay North Carolina Sale and Use Tax on materials, supplies, fixtures, and equipment used by the contractor in the performance of contracts with cities, counties, and towns on contracts dated July 1, 1961 or later.

The North Carolina General Assembly also authorized a refund to cities, counties, and towns of sales and use taxes paid on direct purchases of tangible personal property and construed purchases in the performance of contracts to be direct purchases.

- A. The Bidder shall not include North Carolina Sales and Use Tax in unit price Bid. The Contractor will be reimbursed for all North Carolina Sales and Use Tax paid during any preceding month, at the time the monthly estimate is paid, provided the required submittals are made to the City of Durham. Refer to Paragraph 6.10 of the General Conditions for additional information.

END OF SECTION