

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 2

DATE: July 28, 2020

PROJECT: Odyssey Drive Culvert Replacement

CONTRACT NUMBER: SD-2020-01

OWNER: The City of Durham

ENGINEER: Summit Design and Engineering Services

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated June 29, 2020, as well as Addendum Number 1 dated July 14, 2020, with amendments and additions noted 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 62 pages.

CHANGES TO THE PROJECT MANUAL (2 pages)

1. A revised cover sheet dated July 28, 2020 is included with this addendum.

DOCUMENT 00 01 10 - TABLE OF CONTENTS (2 pages)

2. A revised table of contents dated July 28, 2020 is included with this addendum.

DOCUMENT 00 11 16 – INVITATION TO BID (2 pages)

3. Remove document 00 11 16– INVITATION TO BID, dated July 14, 2020 and replace with document 00 11 16– INVITATION TO BID, dated July 28, 2020, included with this addendum.

DOCUMENT 00 21 15 – INSTRUCTIONS TO BIDDERS – EJCDC (15 pages)

4. Remove document 00 21 15– INSTRUCTIONS TO BIDDERS – EJCDC, dated July 14, 2020 and replace with document 00 21 15– INSTRUCTIONS TO BIDDERS – EJCDC, dated July 28, 2020, included with this addendum.

DOCUMENT 00 31 00 – AVAILABLE PROJECT INFORMATION (5 pages)

5. Remove document 00 31 00 – AVAILABLE PROJECT INFORMATION, dated June 29, 2020 and replace with document 00 31 00 – AVAILABLE PROJECT INFORMATION, dated July 28, 2020 included with this addendum.

DOCUMENT 00 41 43 – BID FORM – UNIT PRICE (SINGLE PRIME CONTRACT) (12 pages)

6. Remove document 00 41 43 – BID FORM – UNIT PRICE (SINGLE PRIME CONTRACT), dated June 29, 2020 and replace with document 00 41 43 – BID FORM – UNIT PRICE (SINGLE PRIME CONTRACT), dated July 28, 2020 included with this addendum.

DOCUMENT 00 52 15 – AGREEMENT FORM – EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT) (18 pages)

7. Remove document 00 52 15 – AGREEMENT FORM – EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT), dated June 29, 2020 and replace with document 00 52 15 – AGREEMENT FORM- EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT), dated July 28, 2020 included with this addendum.

CHANGES TO THE DRAWINGS

8. The LIST OF DRAWINGS included in document 00 31 00, dated July 28, 2020 includes the correct and updated Drawings included in this Contract. The Drawings may be downloaded from the Project web page: <https://durhamnc.gov/3980>.

REQUESTS FOR INFORMATION AND CLARIFICATION (0 pages)

9. NOTICE TO PROCEED
  - a. The Notice to Proceed will be issued during the winter season which will impact pouring concrete.
    - i. Concrete pouring conditions will be in accordance with section 420 of the NCDOT Standard Specifications for Road and Structures. We have added an additional 30 days to the time of completion encase of extended periods of inclement weather.

END OF DOCUMENT

**CITY OF DURHAM**

**PROJECT MANUAL**

**INCLUDING**

**BIDDING DOCUMENTS, CONTRACT DOCUMENTS, AND  
TECHNICAL SPECIFICATIONS**

**FOR**



**CITY OF  
DURHAM**

**CONTRACT: SD-2020-01**

**Issued: June 29, 2020**

**Revised: July 14, July 28, 2020**

**Project:**

**Odyssey Drive Culvert Replacement**

**Stormwater & GIS Services Division  
Public Works Department  
101 City Hall Plaza, Durham NC 27701**

**CONTRACT: SD-2020-01**

**Issued: June 29, 2020**

**Revised: July 14, July 28, 2020**

**PROJECT:**

**Odyssey Drive Culvert Replacement**

**STORMWATER & GIS SERVICES DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF DURHAM NC**

DOCUMENT 00 01 10

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CONTRACT: SD-2020-01  
PROJECT: Odyssey Drive Culvert Replacement  
DATE: July 28, 2020

STORMWATER & GIS SERVICES DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF DURHAM, NORTH CAROLINA

Appendix J Covid-19 Contractor Guidance  
Appendix K Not Used

END OF SECTION

DOCUMENT 00 11 16

INVITATION TO BID

Contract: SD-2020-01

Project: Odyssey Drive Culvert Replacement

Owner:	Engineer/Issuing Office:
City of Durham	Attention: Antwon Williams, P.E.
101 City Hall Plaza	City of Durham
Durham NC 27701	Public Works Department
	Stormwater & GIS Services Division
	101 City Hall Plaza
	Durham NC 27701
	(919) 560-4326, ext. 30254
	<a href="mailto:antwon.williams@DurhamNC.gov">antwon.williams@DurhamNC.gov</a>

Date: July 28, 2020

The City of Durham will open sealed formal Bids submitted by Bidders at 1:30 pm, Wednesday, August 12, 2020 for Contract SD-2020-01, Project: Odyssey Drive Culvert Replacement in the City of Durham Public Works Operations Center Training Room (PWOC), 1100 MLK Jr. Parkway, Durham NC. As a precaution due to the Covid -19 pandemic, the Bid opening will also be held by way of a virtual meeting. Email Antwon Williams at [antwon.williams@durhamnc.gov](mailto:antwon.williams@durhamnc.gov) no later than 5:00 pm on August 11, 2020 in order to receive a link to the Bid opening. Those that decide to attend the Bid opening in person must follow City of Durham and State policies for Covid-19 response which require social distancing and wearing face coverings.

The Project involves the furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for the complete replacement of the storm drainage culvert where Odyssey Drive intersects the northern prong of Northeast Creek.

Beginning 8:00 am, Monday, June 29, 2020, the Project Manual including Bidding Documents, Contract Documents, and Technical Specifications, including Drawings, may be viewed and downloaded, free of charge, from the City of Durham, Public Works Department web site: <http://durhamnc.gov/3980>.

City of Durham Standards, Specifications, and Standards Details may be downloaded at: <http://durhamnc.gov/3626>.

Bidders are encouraged to attend the virtual pre-Bid conference at 1:30 pm, Wednesday, July 29, 2020. Attendees may join the meeting remotely using the following link: <https://zoom.us/j/96424045378?pwd=VDFabHMrMUVpRkkzVWZZSVpJbGJ3Zz09>  
Meeting ID: 964 2404 5378  
Passcode: 320631

The pre-Bid conference may not be attended in person.

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 Public Works Department web site are kept up to date on any Addenda, changes, or information notices, please send an e-mail to [antwon.williams@DurhamNC.gov](mailto:antwon.williams@DurhamNC.gov) indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.

Contract: SD-2020-01, Project: Odyssey Drive Culvert Replacement

Site:

- Odyssey Drive Culvert Replacement (ROW-142)

The City of Durham requires the Project to be completed in 212 calendar days (7 calendar months) 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 F) 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 DOCUMENT



DOCUMENT 00 21 15

INSTRUCTIONS TO BIDDERS - EJCDC

1.1 SUMMARY

- A. Document Includes:
1. Defined terms.
  2. Copies of Bidding Documents.
  3. Qualifications of Bidders.
  4. Examination of Bidding Documents, other related data, and Site.
  5. Pre-Bid conference.
  6. Site and other areas.
  7. Interpretations and Addenda.
  8. Bid security.
  9. Contract Times.
  10. Liquidated damages.
  11. Substitute and “or-equal” items.
  12. Subcontractors, suppliers, and others.
  13. Preparation of Bid.
  14. Basis of Bid; comparison of Bids.
  15. Submittal of Bid.
  16. Modification and withdrawal of Bid.
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  18. Bids to remain subject to acceptance.
  19. Evaluation of Bids and award of Contract.
  20. Contract security and insurance.
  21. Signing of Agreement.
  22. 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. SD-2020-01, Project: Odyssey Drive Culvert Replacement.”
- B. Bidding Documents may be viewed and downloaded from the City of Durham, Public Works Department web site: <http://durhamnc.gov/3980>.  
  
To ensure that all Bidders using the Public Works Department web site are kept up to date on any Addenda, changes, or information notices, please send an e-mail to [antwon.williams@durhamnc.gov](mailto:antwon.williams@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. Notice Under the Americans with Disabilities Act - A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice (919) 560-4197, ext. 21237, fax (919) 560-4196, TTY (919) 560-1200, or [ADA@durhamnc.gov](mailto:ADA@durhamnc.gov), as soon as possible but no later than forty-eight (48) hours before the event or deadline date.
- 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.

4. A list of any North Carolina (N.C.) Division of Water Resources violations received within the past five years. Include an explanation of each violation and how it was addressed.

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.

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. 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 virtual pre-Bid conference will be held at 1:30 pm, Wednesday, July 29, 2020. Attendees may join the meeting remotely using the following link:  
<https://zoom.us/j/96424045378?pwd=VDFabHMrMUVpRkkzVWZZSVpJbGJ3Zz09>  
Meeting ID: 964 2404 5378  
Passcode: 320631

The pre-Bid conference may not be attended in person. Representatives of the City of Durham, Engineer, and the Equity & Inclusion Department will be in attendance to discuss the Project. Bidders are encouraged to virtually 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 UBE participation will be addressed at the pre-Bid conference. Bidders may also identify potential UBE Subcontractors at the pre-Bid conference.

#### 1.7 SITES AND OTHER AREAS

- A. The Sites are identified in the Bidding Documents. Right-of-way 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, Public Works Department web site: <http://durhamnc.gov/3980>. 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 sixty-one (61) 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.

#### 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.
- B. Application for review of substitute or "or-equal" materials or equipment prior to submitting of Bids shall be in accordance of with Section 133-3 of the North Carolina General Statutes, and the following procedures. Application for review of substitute or "or-equal" materials or equipment shall be by Bidders. Applications will not be considered from suppliers, distributors or subcontractors. Bidders shall submit applications to Engineer at least twenty (20) days prior to the date for the opening of Bids. Documentation shall be in accordance with Paragraph 6.05 of the General Conditions. Judgment concerning substitutes and "or-equal" reviews will be determined by Engineer. Material and equipment, which are accepted as a result of such review, will be identified as part of an Addendum.
- C. Application for review of substitute or "or-equal" materials and equipment, which are received after twenty (20) days prior to the date for the opening of Bids, will not be considered by the Engineer until after the Effect Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by

Contractor and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the Project Requirements.

- D. Any Bid conditioned upon furnishing equipment or materials which are not responsive to the Bidding Documents will be rejected.

### 1.13 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A. Equal Business Opportunity Program (EBOP)

1. It is the policy of the City to provide equal opportunities for City contracting to underutilized businesses owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination. This policy applies to construction contracting. The City's Equity & Inclusion Department has reviewed this proposed project and established Underutilized Business Enterprise (UBE) participation goals: Minority Business Enterprise (MUBE) 11% and Woman Business Enterprise (WUBE) 7%. A listing of firms from the HUB database is included in this Project Manual. Bidders may also use firms currently certified as MUBES and WUBES by the North Carolina Department of Transportation (NCDOT) and the Small Business Administration (SBA) 8(a) Program to meet the participation requirements.
2. The Bids will be evaluated and the Contract awarded in accordance with statutory public contract requirements and as supplemented by the City of Durham's Equity & Inclusion Department Construction Forms included with Bids. The following forms are mandatory and must be filled out and returned with the Bid proposal.
  - a. Bid forms
  - b. Non-Collusion Affidavit
  - c. Contractor Safety Record Information
  - d. Bid security
  - e. Equal Business Opportunity Program Construction Forms
    - 1) Forms E-101(UBE Participation On Base Bid) and/or E-102 (UBE Participation On Bid Alternate)
    - 2) Form E-104 Employee Breakdown
3. Any bids submitted without these completed forms may be deemed as "non-responsive." If there are any questions or problems in filling out the UBE forms, please contact the City of Durham, Equity and Inclusion Department at (919) 560-4180.

- B. The City of Durham reserves the right to reject a proposed Subcontractor for reasonable cause.

- C. 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.

- D. 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.
- E. 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. Additional copies may be obtained from the Engineer. 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 waste disposal, temporary electrical services, surveying, staking, storage, and traffic control 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).
- 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 E.
- 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: SD-2020-01
  2. Project: Odyssey Drive Culvert Replacement
  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. \_\_\_\_\_ EBOP Construction Forms
  - c. \_\_\_\_\_ Non-Collusion Affidavit of Bidder
  - d. \_\_\_\_\_ Bid Security
  - e. \_\_\_\_\_ List of Contractor Equipment and Personnel
  - f. \_\_\_\_\_ List of N.C. Division of Water Resources Violations
  - g. \_\_\_\_\_ Contractor Safety Record Information
  - h. \_\_\_\_\_ Covid-19 Work Plan
- 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: Antwon Williams, P.E.  
City of Durham  
Public Works Department  
Stormwater & GIS Services Division  
101 City Hall Plaza  
Durham NC 27701
- H. Due to current and ongoing health concerns, Electronic Bids consisting of a single PDF document containing all required bid forms and documentation may be submitted in lieu of a hard copy. An email including the Electronic Bid PDF shall be titled "BID ENCLOSED – SD-2020-01 ODESSEY DRIVE CULVERT REPLACEMENT" and be emailed to [Antwon.williams@durhamnc.gov](mailto:Antwon.williams@durhamnc.gov) prior to the time listed in the Agreement and Invitation to Bid. Only emails sent and time stamped prior to the bid opening will be considered valid bids. Electronic Bid PDFs shall be password protected, and emails shall include a contact phone number and email of a representative that will be available during the bid opening time listed in the Agreement and Invitation to Bid. If three (3) or more bids are received, the representative will be called or asked during the meeting to provide the password to open and view the Electronic Bid PDF. Failure to provide a password at the bid opening time when called upon may result in the bid being declared unacceptable. If the Bidder chooses delivery of the Bid via email, neither the City of Durham nor the Engineer assumes responsibility for ensuring delivery and receipt prior to Bid Opening. In such instances, the Bidder shall have no claim against the Owner or Engineer."
- I. Bids submitted after the time listed in the Agreement and Invitation to Bid will be returned to the Bidder unopened.
- J. 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.

- K. Bid Forms, appendices, and enclosures which are improperly prepared may be declared unacceptable at the City of Durham's discretion.
- L. 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.
- C. Bidders may join the Bid Opening remotely. Email Antwon Williams at [antwon.williams@durhamnc.gov](mailto:antwon.williams@durhamnc.gov) no later than 5:00 pm on August 11, 2020 in order to receive a link to the Bid opening.

#### 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 fifteen (15) 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 ten (10) 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 DOCUMENT

## DOCUMENT 00 31 00

### AVAILABLE PROJECT INFORMATION

#### 1.1 SUMMARY

- A. Document Includes:
1. Project information and location.
  2. List of drawings.
  3. Subsurface investigation report.
  4. Topographic survey.
  5. Existing conditions survey.
  6. City of Durham standards.
  7. North Carolina Department of Transportation (NCDOT) standards.
  8. North Carolina Department of Environment and Natural Resources (NCDENR) standards.
- B. Related Documents:
1. 00 21 15 - Instructions to Bidders - EJCDC: Examination of Bidding Documents, other related data, and Site.

#### 1.2 PROJECT INFORMATION AND LOCATION

- A. The Work contemplated under the provisions of this Contract includes, but may not be limited to, furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for the complete replacement of the storm drainage culvert where Odyssey Drive intersects the northern prong of Northeast Creek.
- B. At the time this manual was published the Utility Relocation Agreement with Duke Energy was still being negotiated. The approved agreement will be posted to the project website once finalized at <https://durhamnc.gov/3980>. Temporary Duke Energy utility relocations are anticipated to be complete prior to commencement of the Odyssey Drive Culvert Replacement project. The Contract includes the installation of 3 inch conduit pipe encased in concrete for use by Duke Energy. The conduit pipe will be used to make the permanent utility connection. See Utility by Others plan dated July 16, 2020 for details. Duke Energy will make the permanent utility connection after the culvert project is complete.

#### 1.3 LIST OF DRAWINGS

- A. The construction project number was revised to SD-2020-01 from SD-2018-01. The construction drawings were approved prior to revising the project number. The approved drawings dated May 26, 2020 have the project number SD-2018-01. There were no other changes to the drawings other than the project number.

Contract includes the following Drawings:

No.	Drawing Title	Issue Date
-----	---------------	------------



C-0	COVER SHEET	5/26/2020
1	TITLE SHEET	5/26/2020
IA	INDEX OF SHEETS, GENERAL NOTES, AND STANDARD DRAWINGS	5/26/2020
IB	CONVENTIONAL SYMBOLS	5/26/2020
1C-1	SURVEY CONTROL SHEET	5/26/2020
2A-1	PAVEMENT SCHEDULE AND TYPICAL SECTIONS	5/26/2020
3B-1	ROADWAY SUMMARIES	5/26/2020
4	PLAN AND PROFILE SHEET	5/26/2020
TMP-1	TITILE SHEET, VICINITY MAP, INDEX OF SHEETS	5/26/2020
TMP-1A	TRANSPORTATION OPERATIONS PLAN	5/26/2020
TMP-2	PHASE 1 DETAIL DRAWINGS	5/26/2020
TMP-3	OFFSITE DETOUR PLAN	5/26/2020
SD-1	SPECIAL SIGN DESIGN	5/26/2020
EC-1	EROSION CONTROL PLANS	5/26/2020
EC-2	EROSION CONTROL PLANS	5/26/2020
EC-2A	EROSION CONTROL PLANS	5/26/2020
EC-3	EROSION CONTROL PLANS	5/26/2020
EC-4	EROSION CONTROL PLANS	5/26/2020
EC-4A	EROSION CONTROL PLANS	5/26/2020
EC-4B	EROSION CONTROL PLANS	5/26/2020
EC-5	EROSION CONTROL PLANS	5/26/2020
UC-1	TITLE SHEET	5/26/2020
UC-2	UTILITY SYMBOLOGY	5/26/2020
UC-3	NOTES	5/26/2020
UC-3A	DETAILS (CITY OF DURHAM)	5/26/2020

UC-3B	DETAILS (NCDOT)	5/26/2020
UC-4	UTILITY CONSTRUCTIN SHEET & PROFILE SHEET	5/26/2020
X-1	CROSS-SECTIONS	5/26/2020
X-2	CROSS-SECTIONS	5/26/2020
X-3	CROSS-SECTIONS	5/26/2020
X-4	CROSS-SECTIONS	5/26/2020
C-1	DOUBLE 9FT. X 7FT. CONCRETE BOX CULVERT	5/26/2020
C-2	DOUBLE 9FT. X 7FT. CONCRETE BOX CULVERT	5/26/2020
C-3	DOUBLE 9FT. X 7FT. CONCRETE BOX CULVERT	5/26/2020
C-4	DOUBLE 9FT. X 7FT. CONCRETE BOX CULVERT	5/26/2020
C-5	WINGS FOR CONCRETE BOX CULVERT	5/26/2020
C-6	LRFR SUMMARY FOR REINFORCED CONCRETE BOX CULVERTS	5/26/2020
SN	STANDARDS NOTES	5/26/2020
UO-1	TITLE SHEET (UTILITIES BY OTHERS)	7/16/2020
UO-2	UTILITIES BY OTHERS PLAN	7/16/2020

#### 1.4 SUBSURFACE INVESTIGATION REPORT

- A. A subsurface investigation has been conducted in advance of the Project. This may be downloaded at <https://durhamnc.gov/3980>.
  - 1. “Structure Subsurface Investigation,” dated December 6, 2018.

#### 1.5 STREAM FLOW INFORMATION

- A. Stream flow information for the North Prong of North East Creek is available in the “Flood Insurance Study” for Durham County, North Carolina and Incorporated Areas, <https://fris.nc.gov/fris/Home.aspx>.
- B. Odyssey Drive StreamStats Report. This may be downloaded at <https://durhamnc.gov/3980>.

#### 1.6 TOPOGRAPHIC SURVEY

- A. A topographic survey was performed for the Project Site.

## 1.7 EXISTING CONDITIONS SURVEY

- A. An existing conditions survey was performed for the Project Site.

## 1.8 CITY OF DURHAM STANDARDS

- A. All Work shall conform to City of Durham Standards, Specifications, and Standard Details. These may be downloaded at: <http://durhamnc.gov/3626>.

## 1.9 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) STANDARDS

- A. All Work shall conform to the NCDOT Standard Specifications (current version) and applicable revisions, as referenced in the Technical Specifications. The NCDOT Standard Specifications may be downloaded at: <https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx>. Hard copies of these documents may be obtained from the NCDOT and are not provided by the City of Durham.
  - 1. The following NCDOT Standard Specifications are directly referenced for the Work included in this Contract:
    - a. Section 225 – Unclassified Excavation
    - b. Section 226 – Supplementary Clearing and Grubbing
    - c. Section 240 – Drainage Ditch Excavation
    - d. Section 250 – Removal of Existing Asphalt Pavement
    - e. Section 300 – Pipe Installation
    - f. Section 310 – Pipe Culverts
    - g. Section 340 – Pipe Removal
    - h. Section 402 – Removal of Existing Structures at Sta. 14+66
    - i. Section 414 – Box Culvert Excavation
    - j. Section 420 – Class A Concrete (Culvert)
    - k. Section 425 – Reinforcing Steel (Culvert)
    - l. Section 500 – Fine Grading
    - m. Section 607 – Milling Asphalt Pavement, 3” Depth
    - n. Section 610 – Asphalt Conc. Plant Mix Pavements
    - o. Section 620 – Asphalt Binder for Plant Mix PG 64-22
    - p. Section 800 – Mobilization
    - q. Section 801 – Construction Surveying
    - r. Section 840 – Minor Drainage Structures
    - s. Section 846 – 2’-6” Concrete Curb and Gutter
    - t. Section 876 – Rip Rap
    - u. Section 1510 – Water Lines
    - v. Section 1515 – 12” Valve
    - w. Section 1530 – Abandon 12” Utility Pipe
    - x. Section 1540 – 24” Encasement Pipe
    - y. Section 1605 – Temporary Silt Fence
    - z. Section 1610 – Stone for Erosion Control
    - aa. Section 1615 – Temporary Mulching
    - bb. Section 1620 – Temporary Seeding
    - cc. Section 1622 – Temporary Slope Drains
    - dd. Section 1630 – Silt Excavation

- ee. Section 1631 – Matting for Erosion Control
- ff. Section 1632 – ¼” Hardware Cloth
- gg. Section 1636 – Temporary Pipe for Stream Crossing
- hh. Section 1660 – Seeding and Mulching
- ii. Section 1661 – Seed for Repair Seeding
- jj. Section 1661 – Fertilizer for Repair Seeding
- kk. Section 1662 – Seed for Supplement Seeding
- ll. Section 1665 – Fertilizer Topdressing
- mm. Section 1667 – Specialized Hand Mowing
- nn. Section 1675 – Response for Erosion Control

B. All Work shall conform to the NCDOT Standard Drawings (current version) and applicable revisions, as referenced in the Technical Specifications. The NCDOT Standard Drawings may be downloaded at: <https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>. Hard copies of these documents may be obtained from the NCDOT and are not provided by the City of Durham.

- 1. The following NCDOT Standard Details are directly referenced for the Work included in this Contract:
  - a. Detail 840.03– Type E
  - b. Detail 840.03– Type F
  - c. Detail 840.03– Type G
  - d. Detail 1101.01 – Work Zone Marking Signs
  - e. Detail 1101.03– Temporary Road Closures
  - f. Detail 1101.11– Traffic Control Design Tables
  - g. Detail 1110.01– Stationary Work Zone Signs

1.10 NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (NCDENR) STANDARDS

A. All work shall conform to the NCDENR Erosion and Sediment Control Planning and Design Manual (current version), as referenced in the Technical Specifications. The NCDENR manual may be downloaded at: <https://deq.nc.gov/about/divisions/energy-mineral-land-resources/energy-mineral-land-permit-guidance/erosion-sediment-control-planning-design-manual>. Hard copies of this document may be obtained from the NCDENR and are not provided by the City of Durham.

END OF DOCUMENT

DOCUMENT 00 41 43

BID FORM - UNIT PRICE (SINGLE-PRIME CONTRACT)

To: The City of Durham NC  
c/o Antwon Williams, P.E.  
101 City Hall Plaza  
Durham NC 27701

Date: .....

Contract: SD-2020-01

Project: Odyssey Drive Culvert Replacement

Sites: Odyssey Drive Culvert Replacement (ROW-142)

Name of Bidder: .....

Address of Bidder: .....

.....

.....

Phone Number of Bidder: .....

Contact Person for Bidder: .....

Phone Number of Contact: .....

Bidder's North Carolina General Contractor's License Number: .....

1. OFFER

The undersigned Bidder hereby declares that the names of all persons interested in this Bid as principals appear in the blank spaces hereinafter provided for such purpose, that this Bid is in all respects fair and without collusion, that the Bidder has examined the locations of the proposed Work, the Advertisement, the Instructions to Bidders, the Technical Specifications, UBE requirements of the Equity & Inclusion Department of the City of Durham, the Contract Documents and bond forms, and the Drawings therein referred to and fully understands the same and agrees and accepts the terms and conditions thereof, that it is understood that the estimated quantities are approximate only and are given for the purpose of comparing Bids upon a uniform basis, and that said estimate shall in no way affect the unit prices for the Work.

The undersigned Bidder hereby agrees to furnish at the Bidder's cost the expense of all the necessary labor, tools, apparatus, machinery, equipment, transportation, and all other things which may be required to fully and properly perform all the terms, covenants, provisions, and agreements of the annexed Contract.

The undersigned hereby agrees to do said Work and furnish said materials as prescribed in the Contract Documents and Technical Specifications, and, according to the Drawings and

requirements of the Engineer under said Contract Documents and Technical Specifications, in a first-class manner and to the best of the undersigned's ability at the following unit prices.

Having examined the Site of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the unit prices listed in this Bid form in lawful money of the United States of America.

We have included the Bid security as required by the Instruction to Bidders.

All applicable federal taxes are included and State of North Carolina taxes are excluded from the unit prices.

All Cash and Contingency Allowances described in Section 01 20 00 - Price and Payment Procedures are included in the Bid Prices.

## 2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable, except as required by law, for ninety (90) days from the Bid opening date.

If this Bid is accepted by the City of Durham within the time period stated above, we will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required bonds within fifteen (15) days of receipt of Notice of Award.
- Commence Work within ten (10) days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the Bid security shall be forfeited as damages to the City of Durham by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which a Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## 3. CONTRACT TIME

If this Bid is accepted, we will:

- Complete the Work in 212 calendar days (7 calendar months) from Notice to Proceed.

## 4. UNIT PRICES

Contract: SD-2020-01

Project: Odyssey Drive Culvert Replacement

The following are unit prices for specific portions of the Work as listed. The unit price Bid for items in this Contract are for 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. The following is the list of unit prices:

UNIT PRICE WORK FORM

Standard			Item Description	Unit	Quantity	Unit Price	Item Value
No.	Specification	Drawing					
<b>Abandonment, Demolition, and Removal</b>							
A1	NCDOT 250	N/A	Removal of Existing Asphalt Pavement	SY	700		
<b>Subtotal for Abandonment, Demolition, and Removal</b>							
<b>Earthwork</b>							
A2	NCDOT 200	N/A	Clearing and Grubbing (0.1 Acres)	LS	1		
A3	NCDOT 225	N/A	Unclassified Excavation	CY	198		
A4	NCDOT 226	N/A	Supplemental Clearing and Grubbing	AC	1		
A5	NCDOT 240	N/A	Drainage Ditch Excavation	CY	20		
A6	NCDOT 300	N/A	Foundation Conditionaing Material, Minor Strs.	TN	20		
A7	NCDOT 301	N/A	Foundation Conditionaing Geotextile	SY	60		
A8	NCDOT 500	N/A	Fine Grading	LS	1		
<b>Subtotal for Earthwork</b>							
<b>Soil Erosion and Sediment Control</b>							
A9	NCDOT 876	N/A	Rip Rap, Class 1	TN	40		
A10	NCDOT 876	N/A	Geotextile for Drainage	SY	395		
A11	30 11 00	N/A	Temporary Block and Gravel Inlet Protection	EA	2		
A12	NCDOT 1605	N/A	Temporary Silt Fence	LF	1405		
A13	NCDOT 1610	N/A	Erosion Control Stone, Class A	TN	165		
A14	NCDOT 1610	N/A	Erosion Control Stone, Class B	TN	65		
A15	NCDOT 1610	N/A	Sediment Control Stone	TN	1320		
A16	NCDOT 1615	N/A	Temporary Mulching	AC	0.5		
A17	NCDOT 1620	N/A	Seed for Temporary Seeding	LB	100		
A18	NCDOT 1620	N/A	Fertilizer for Temporary Seeding	TN	0.5		
A19	NCDOT 1622	N/A	Temporary Slope Drains	LF	200		
A20	30 11 00	N/A	Safety Fence	LF	200		
A21	NCDOT 1630	N/A	Silt Excavation	CY	110		
A22	NCDOT 1631	N/A	Matting for Erosion Control	SY	1000		
A23	30 11 00	N/A	Coir Fiber Mat	SY	735		
A24	NCDOT 1632	N/A	1/4" Hardware Cloth	LF	10		
A25	30 11 00	N/A	24" Temporary Pipe	LF	120		
A26	30 11 00	N/A	Temporary Pipe for Stream Crossing	LF	25		
A27	NCDOT 1660	N/A	Seeding and Mulching	AC	1		
A28	NCDOT 1660	N/A	Mowing	AC	0.5		
A29	NCDOT 1661	N/A	Seed for Repair Seeding	LB	50		
A30	NCDOT 1661	N/A	Fertilizer for Repair Seeding	TN	0.25		
A31	NCDOT 1662	N/A	Seed for Supplemental Seeding	LB	50		
A32	NCDOT 1665	N/A	Fertilizer Topdressing	TN	0.25		
A33	30 11 00	N/A	Impervious Dike	LF	52		
A34	NCDOT 1667	N/A	Specialized Hand Mowing	MHR	10		
A35	NCDOT 1675	N/A	Response for Erosion Control	EA	15		
A36	30 11 00	N/A	Concrete Washout Structure	EA	1		
<b>Subtotal for Soil Erosion and Sediment Control</b>							
<b>Traffic Control</b>							
A37	30 11 00	N/A	Temporary Traffic Control (Offsite Detour)	LS	1		
<b>Subtotal for Traffic Control</b>							
<b>Paving</b>							
A38	NCDOT 607	N/A	Milling Asphalt Pavement, 1.5-inch Depth	SY	800		
A39	NCDOT 610	N/A	Asphalt Concrete Base Course, Type B25.0C	TN	190		
A40	NCDOT 610	N/A	Asphalt Concrete Intermediate Course, Type I19.0C	TN	160		
A41	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B	TN	190		
A42	NCDOT 620	N/A	Asphalt Binder for Plant Mix PG 64-22	TN	25		
A43	NCDOT 846	N/A	2'-6" Concrete Curb and Gutter	LF	240		
<b>Subtotal for Paving</b>							

UNIT PRICE WORK FORM (CONTINUED)

Storm Drainage						
A44	NCDOT 840	N/A	Masonry Drainage Structures	EA	6	
A45	NCDOT 840	N/A	Masonry Drainage Structures	LF	0.5	
A46	NCDOT 840	NCDOT 840.03 Type E	Frame w/Grate and Hood	EA	2	
A47	NCDOT 840	NCDOT 840.03 Type F	Frame w/Grate and Hood	EA	2	
A48	NCDOT 840	NCDOT 840.03 Type G	Frame w/Grate and Hood	EA	2	
A49	NCDOT 310	N/A	15-inch R.C. Pipe Culverts, Class III	LF	28	
A50	NCDOT 310	N/A	18-inch R.C. Pipe Culverts, Class III	LF	40	
A51	NCDOT 310	N/A	24-inch R.C. Pipe Culverts, Class III	LF	80	
A52	NCDOT 340	N/A	Pipe Removal	LF	79	
A53	NCDOT 402	N/A	Removal of Existing Structure at Sta. 14+66	LS	1	
A54	NCDOT 414	N/A	Culvert Excavation, Sta. 14+66	LS	1	
A55	NCDOT 414	N/A	Foundation Conditioning Material, Box Culvert	TN	117	
A56	NCDOT 420	N/A	Class A Concrete (Culvert)	CY	173.1	
A57	NCDOT 425	N/A	Reinforcing Steel (Culvert)	LB	19638	
<b>Subtotal for Storm Drainage</b>						
Utilities						
A58	NCDOT 1510	N/A	Ductile Iron Water Pipe Fittings	LB	1300	
A59	NCDOT 1510	N/A	12" Water Line	LF	263	
A60	NCDOT 1515	CoD 513.05	12" Valve	EA	2	
A61	NCDOT 1530	N/A	Abandon 12" Utility Pipe	LF	264	
A62	30 11 00	N/A	15" CIPP Repair	LF	130	
A63	30 11 00	N/A	3-inch Conduit	LF	160	
A64	30 11 00	N/A	3-inch Concrete Encasement (5,000 psi)	CY	3	
A65	NCDOT 1540	CoD C07.02	24" Encasement Pipe	LF	50	
A66	30 11 00	N/A	Utility Line/Pole Relocation and Coordination Allowances	LS	1	\$10,000.00 \$10,000.00
<b>Subtotal for Utilities</b>						
Miscellaneous						
A67	NCDOT 800	N/A	Mobilization (Single Large Project)	LS	1	
A68	30 11 00	N/A	Testing and Inspecting Allowances	LS	1	\$15,000.00 \$15,000.00
A69	NCDOT 800	N/A	Construction Surveying	LS	1	
<b>Subtotal for Miscellaneous</b>						
<b>Total for SD-2020-01</b>						

We agree to diligently perform the Work in accordance with all Contract Documents, to complete such Work within the period as outlined in the Contract, and to begin Work within ten (10) days after receipt of the Notice to Proceed from the Engineer.

5. ADDENDA

The following Addenda have been received. The modifications to the Bidding Documents noted below have been considered and all costs are included in the Bid.

Addendum No.: ....., Dated: ..... Addendum No.: ....., Dated: .....

Addendum No.: ....., Dated: ..... Addendum No.: ....., Dated: .....

Addendum No.: ....., Dated: ..... Addendum No.: ....., Dated: .....

6. APPENDICES

The following Documents shall be submitted to the Issuing Office within five (5) days after the Bid opening:



1. EBOP Construction Form (E-105) – Statement of Intent to Perform as Subcontractor
2. Non-Collusion Affidavits of all Subcontractors (see Appendix E for blank affidavits)

The following information is included with Bid submission:

1. Bid Form
2. EBOP Construction Forms (see Appendix B)
3. Non-Collusion Affidavit of Bidder (see Appendix E for blank affidavits)
4. Bid Security (see Appendix F for blank Bid bond forms)
5. List of Contractor Equipment and Personnel
6. List of N.C. Division of Water Resources Violations
7. Contractor Safety Record Information (Appendix I)

7. CONTRACTOR EXPERIENCE

The undersigned Contractor has regularly engaged in contract work of this class for ..... years, and has executed the following work as principal(s):

.....  
.....  
.....  
.....  
.....

List of Contractor’s personnel experienced to do this Work including and designating the Superintendent to be in charge of this Work showing the length of their varied experience with this particular Work. The list shall not include Subcontractor personnel.

Name	Experience	Name	Experience
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

List of Contractor’s equipment in good condition and suitable for completion of this Contract. Contractor must be able to demonstrate ownership of all equipment necessary to complete all portions of the Contract. The list shall not include Subcontractor equipment.

.....

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**Please attach additional sheets as necessary to complete the items above.**

8. LIST OF N.C. DIVISION OF WATER RESOURCES VIOLATIONS

The undersigned Contractor has received no N.C. Division of Water Resources violations within the past years (YES or NO). If NO, list the violations below and provide an explanation of each violation and how it was addressed.

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**Please attach additional sheets as necessary to complete the item above.**

9. BID FORM SIGNATURES

Refer to Document 00 21 15 for specific Bid form signature requirements for corporations, partnerships, limited liability companies, individuals, or sole proprietorships.

CORPORATION

The Corporate Seal of

.....  
(Bidder - print the full corporate name of firm)

.....  
(President/Vice President/Authorized Corporate Officer)

(Seal)

was hereunto affixed in the presence of:

.....  
(Secretary/Assistant Secretary)

(Seal)

Corporate Address:

.....  
.....  
.....

.....  
(State of Incorporation)

LIMITED LIABILITY COMPANY

.....  
(Bidder - print the full name of firm)

.....  
(Authorized Firm Member)

(Seal)

was hereunto affixed in the presence of:

.....  
(Witness)

(Seal)

Firm Address:

.....  
.....  
.....

.....  
(State of Formation)

INDIVIDUAL OR SOLE PROPRIETORSHIP

.....  
(Bidder - print the full name of individual or sole proprietorship)

(Seal)

Individual or Sole Proprietorship Address:

.....  
.....  
.....

PARTNERSHIP

.....  
(Bidder - print the full corporate name of partnership)

.....  
(Partner and Title)

(Seal)

.....  
(Partner and Title)

(Seal)

.....  
(Partner and Title)

(Seal)

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(Partner and Title)

(Seal)

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(Partner and Title)

(Seal)

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(Partner and Title)

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(Partner and Title)

(Seal)

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(Partner and Title)

(Seal)

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(Partner and Title)

(Seal)

.....  
(Partner and Title)

(Seal)

(All Partners shall sign, additional signatures with titles and seals may be added below.)

was hereunto affixed in the presence of:

.....  
(Witness)

(Seal)

Partnership Address:

.....  
.....  
.....

CONTRACT: SD-2020-01  
PROJECT: Odyssey Drive Culvert Replacement  
DATE: July 28, 2020

STORMWATER & GIS SERVICES DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF DURHAM

JOINT VENTURE

If the Bid is a joint venture, add additional forms of execution for each member of the joint venture in the appropriate manner using the forms from above.

END OF DOCUMENT



DOCUMENT 00 52 15

AGREEMENT FORM - EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT)

THIS AGREEMENT is by and between the City of Durham (Owner), a North Carolina municipal corporation, and [*to be completed upon execution*] (Contractor).

The City of Durham and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1.1 WORK

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

The Work involves the furnishing of all materials, labor, equipment, tools, etc. unless otherwise specified, for the complete replacement storm drainage culvert where for the complete replacement of the storm drainage culvert where Odyssey Drive intersects the northern prong of Northeast Creek.

1.2 THE PROJECT

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

Contract: SD-2020-01, Project: Odyssey Drive Culvert Replacement

- B. Listed below is the Site that the Contractor may be instructed to complete construction under this Contract.
1. Odyssey Drive Culvert Replacement (ROW-142)

1.3 ENGINEER

- A. The Project has been designed by the following firm.
1. Summit Design and Engineering Services
- B. Summit Design and Engineering Services will act as the City of Durham'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.

1.4 CONTRACT TIMES

- A. Time of the Essence
1. 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.

- B. Days to Achieve Substantial Completion and Final Payment
1. The Work shall be substantially completed within 182 days after the date when the Contract Times commence to run (Notice to Proceed) as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 212 days after the date when the Contract Times commence to run (Notice to Proceed).
- C. Liquidated Damages
1. Contractor and the City of Durham recognize that time is of the essence of this Agreement and that the City of Durham will suffer financial loss if the Work is not completed within the times specified in Paragraph 1.4.B.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City of Durham if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Durham and the Contractor agree that as liquidated damages for the delay (but not as a penalty), Contractor shall pay the City of Durham four hundred dollars (\$400.00) for each day that expires after the time specified in Paragraph 1.4.B.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham four hundred dollars (\$400.00) for each day that expires after the time specified in Paragraph 1.4.B.1 for completion and readiness for final payment until the Work is completed and ready for final payment.
  2. Failure of the Contractor to commence construction within ten (10) days of the Notice to Proceed shall begin a daily liquidated damages assessment against the Contractor at a rate of fifty percent (50%) of the daily liquidated damages specified in Paragraph 1.4.C.1.
- D. Weather Related Delays
1. The Contractor may request for an extension of Contract Times for delays related to adverse weather as described in the General Conditions, Paragraph 12.02A.

## 1.5 CONTRACT PRICE

- A. The City of Durham 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 amount determined pursuant to Paragraphs 1.5.A.1 and 1.5.A.2 below:
1. Not used.
  2. 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 estimated quantity of that item as indicated in this Paragraph 1.5.A.2:

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 the Engineer as provided in Paragraph 9.07 of the General

Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

		Standard					
No.	Specification	Drawing	Item Description	Unit	Quantity	Unit Price	Item Value
<b>Abandonment, Demolition, and Removal</b>							
A1	NCDOT 250	N/A	Removal of Existing Asphalt Pavement	SY	700		
<b>Subtotal for Abandonment, Demolition, and Removal</b>							
<b>Earthwork</b>							
A2	NCDOT 200	N/A	Clearing and Grubbing (0.1 Acres)	LS	1		
A3	NCDOT 225	N/A	Unclassified Excavation	CY	198		
A4	NCDOT 226	N/A	Supplemental Clearing and Grubbing	AC	1		
A5	NCDOT 240	N/A	Drainage Ditch Excavation	CY	20		
A6	NCDOT 300	N/A	Foundation Conditionaing Material, Minor Strs.	TN	20		
A7	NCDOT 301	N/A	Foundation Conditionaing Geotextile	SY	60		
A8	NCDOT 500	N/A	Fine Grading	LS	1		
<b>Subtotal for Earthwork</b>							
<b>Soil Erosion and Sediment Control</b>							
A9	NCDOT 876	N/A	Rip Rap, Class 1	TN	40		
A10	NCDOT 876	N/A	Geotextile for Drainage	SY	395		
A11	30 11 00	N/A	Temporary Block and Gravel Inlet Protection	EA	2		
A12	NCDOT 1605	N/A	Temporary Silt Fence	LF	1405		
A13	NCDOT 1610	N/A	Erosion Control Stone, Class A	TN	165		
A14	NCDOT 1610	N/A	Erosion Control Stone, Class B	TN	65		
A15	NCDOT 1610	N/A	Sediment Control Stone	TN	1320		
A16	NCDOT 1615	N/A	Temporary Mulching	AC	0.5		
A17	NCDOT 1620	N/A	Seed for Temporary Seeding	LB	100		
A18	NCDOT 1620	N/A	Fertilizer for Temporary Seeding	TN	0.5		
A19	NCDOT 1622	N/A	Temporary Slope Drains	LF	200		
A20	30 11 00	N/A	Safety Fence	LF	200		
A21	NCDOT 1630	N/A	Silt Excavation	CY	110		
A22	NCDOT 1631	N/A	Matting for Erosion Control	SY	1000		
A23	30 11 00	N/A	Coir Fiber Mat	SY	735		
A24	NCDOT 1632	N/A	1/4" Hardware Cloth	LF	10		
A25	30 11 00	N/A	24" Temporary Pipe	LF	120		
A26	30 11 00	N/A	Temporary Pipe for Stream Crossing	LF	25		
A27	NCDOT 1660	N/A	Seeding and Mulching	AC	1		
A28	NCDOT 1660	N/A	Mowing	AC	0.5		
A29	NCDOT 1661	N/A	Seed for Repair Seeding	LB	50		
A30	NCDOT 1661	N/A	Fertilizer for Repair Seeding	TN	0.25		
A31	NCDOT 1662	N/A	Seed for Supplemental Seeding	LB	50		
A32	NCDOT 1665	N/A	Fertilizer Topdressing	TN	0.25		
A33	30 11 00	N/A	Impervious Dike	LF	52		
A34	NCDOT 1667	N/A	Specialized Hand Mowing	MHR	10		
A35	NCDOT 1675	N/A	Response for Erosion Control	EA	15		
A36	30 11 00	N/A	Concrete Washout Structure	EA	1		
<b>Subtotal for Soil Erosion and Sediment Control</b>							
<b>Traffic Control</b>							
A37	30 11 00	N/A	Temporary Traffic Control (Offsite Detour)	LS	1		
<b>Subtotal for Traffic Control</b>							
<b>Paving</b>							
A38	NCDOT 607	N/A	Milling Asphalt Pavement, 1.5-inch Depth	SY	800		
A39	NCDOT 610	N/A	Asphalt Concrete Base Course, Type B25.0C	TN	190		
A40	NCDOT 610	N/A	Asphalt Concrete Intermediate Course, Type I19.0C	TN	160		
A41	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B	TN	190		
A42	NCDOT 620	N/A	Asphalt Binder for Plant Mix PG 64-22	TN	25		
A43	NCDOT 846	N/A	2'-6" Concrete Curb and Gutter	LF	240		
<b>Subtotal for Paving</b>							

UNIT PRICE WORK FORM (CONTINUED)

Storm Drainage						
A44	NCDOT 840	N/A	Masonry Drainage Structures	EA	6	
A45	NCDOT 840	N/A	Masonry Drainage Structures	LF	0.5	
A46	NCDOT 840	NCDOT 840.03 Type E	Frame w/Grate and Hood	EA	2	
A47	NCDOT 840	NCDOT 840.03 Type F	Frame w/Grate and Hood	EA	2	
A48	NCDOT 840	NCDOT 840.03 Type G	Frame w/Grate and Hood	EA	2	
A49	NCDOT 310	N/A	15-inch R.C. Pipe Culverts, Class III	LF	28	
A50	NCDOT 310	N/A	18-inch R.C. Pipe Culverts, Class III	LF	40	
A51	NCDOT 310	N/A	24-inch R.C. Pipe Culverts, Class III	LF	80	
A52	NCDOT 340	N/A	Pipe Removal	LF	79	
A53	NCDOT 402	N/A	Removal of Existing Structure at Sta. 14+66	LS	1	
A54	NCDOT 414	N/A	Culvert Excavation, Sta. 14+66	LS	1	
A55	NCDOT 414	N/A	Foundation Conditioning Material, Box Culvert	TN	117	
A56	NCDOT 420	N/A	Class A Concrete (Culvert)	CY	173.1	
A57	NCDOT 425	N/A	Reinforcing Steel (Culvert)	LB	19638	
<b>Subtotal for Storm Drainage</b>						
Utilities						
A58	NCDOT 1510	N/A	Ductile Iron Water Pipe Fittings	LB	1300	
A59	NCDOT 1510	N/A	12" Water Line	LF	263	
A60	NCDOT 1515	CoD 513.05	12" Valve	EA	2	
A61	NCDOT 1530	N/A	Abandon 12" Utility Pipe	LF	264	
A62	30 11 00	N/A	15" CIPP Repair	LF	130	
A63	30 11 00	N/A	3-inch Conduit	LF	160	
A64	30 11 00	N/A	3-inch Concrete Encasement (5,000 psi)	CY	3	
A65	NCDOT 1540	CoD C07.02	24" Encasement Pipe	LF	50	
A66	30 11 00	N/A	Utility Line/Pole Relocation and Coordination Allowances	LS	1	\$10,000.00 \$10,000.00
<b>Subtotal for Utilities</b>						
Miscellaneous						
A67	NCDOT 800	N/A	Mobilization (Single Large Project)	LS	1	
A68	30 11 00	N/A	Testing and Inspecting Allowances	LS	1	\$15,000.00 \$15,000.00
A69	NCDOT 800	N/A	Construction Surveying	LS	1	
<b>Subtotal for Miscellaneous</b>						
<b>Total for SD-2020-01</b>						

1.6 PAYMENT PROCEDURES

- A. Submittal and Processing of Payments
1. 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.
- B. Progress Payments; Retainage
1. The City of Durham shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraphs 1.6.B.1.a through 1.6.B.1.d 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:
    - a. 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 amount as Engineer may determine or the City of Durham may withhold, including

- but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- b. The City of Durham will retain five (5) percent of the amount of each estimate until Work covered by the Contract is fifty percent (50%) complete. 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 the City and the Engineer the following:
- 1) Written verification evidencing fifty percent (50%) completion of the Project; and,
  - 2) Written consent of the surety named in the Project performance and payment bonds agreeing that the City shall not retain any further retainage from periodic payments due to the Contractor;
- the City shall cease holding retainage from future periodic payments if the City finds that the Contractor is performing satisfactorily, and any nonconforming Work identified in writing by the Engineer or City (prior to the point of fifty percent (50%) Project completion) has been corrected by the Contractor and accepted by the Engineer or City, whoever provided such prior notice of nonconforming Work. If, however, the City determines the Contractor's performance is unsatisfactory, the City may reinstate the specified retainage for each subsequent periodic payment. Notwithstanding anything to the contrary, City may assess retainage after fifty percent (50%) project completion, even if the Contractor has complied with Paragraphs 1.6.B.1.b.1 and 1.6.B.1.b.2 (above) and continues to perform satisfactorily as necessary to retain two and one-half percent (2.5%) total retainage through the completion of the Project.
- c. Notwithstanding any of the retainage provisions described herein, there shall be no retainage on periodic or final payments for Contracts having a total project cost less than \$100,000.00, and, in addition to the retainage amounts allowed to be held by the City of Durham, the City shall also retain all rights allowed under this Agreement to withhold payment to the Contractor in accordance with Article 14 of the General Conditions and for unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, or third-party claims filed against the City of Durham or reasonable evidence that a third-party claim will be filed.
- d. Within sixty (60) days of receipt by City 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), the City of Durham shall pay an amount sufficient to increase total payment to Contractor to the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions, including up to two hundred fifty percent (250%) 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.

C. Final Payment

1. Prior to issuing final payment, the Contractor will furnish to the City of Durham 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.
2. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the City of Durham shall pay the remainder of the Contract price as recommended by Engineer as provided in said Paragraph 14.07.

1.7 NOT USED

1.8 CONTRACTOR'S REPRESENTATIONS

- A. In order to induce the City of Durham to enter into this Agreement Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  2. 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.
  3. 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.
  4. Contractor has carefully studied 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 a Hazardous Environmental Condition, if any, at the Site which has been identified in Paragraph 4.06 of the General Conditions.
  5. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional and 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 the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  6. Contractor does not consider that any 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.
  7. Contractor is aware of the general nature of work to be performed by the City of Durham and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
9. 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.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The Contractor affirmatively acknowledges and agrees that (a) the Contract Time provide for in the Contract Documents to complete the Work is reasonable and (b) the compensation provided for the Work in the Contract Documents is reasonable.

## 1.9 CONTRACT DOCUMENTS

### A. Contents

1. The Contract Documents consist of the following:
  - a. This Agreement (pages 1 to 19, inclusive).
  - b. Performance and Payment bonds (*[to be completed upon execution]*).
  - c. Not used.
  - d. General Conditions (pages 1 to 54, inclusive, of the Project Manual).
  - e. Technical Specifications as listed in the table of contents of the Project Manual.
  - f. Drawings consisting of 37 sheets bearing the general titles below and as listed in Section 00 31 00, Paragraph 1.3, dated May 26, 2020.
    - 1) "CITY OF DURHAM ODYSSEY DRIVE CULVERT REPLACEMENT."
  - g. Addenda (numbers *[to be complete upon execution]* to *[to be completed upon execution]*, inclusive).
  - h. Exhibits to this Agreement (enumerated as follows):
    - 1) Contractor's Bid, dated *[to be completed upon execution]* (pages *[to be completed upon execution]* to *[to be completed upon execution]*, inclusive, Appendix *[to be completed upon execution]* of the Project Manual).
    - 2) Contract Certificates of Liability/Insurance (Appendix *[to be completed upon execution]* of the Project Manual).
    - 3) Documentation submitted by Contractor prior to Notice of Award (Appendix *[to be completed upon execution]* of the Project Manual).
  - i. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - 1) Notice to Proceed.
    - 2) Work Change Directives.
    - 3) Change Order(s).

- B. The documents listed in Paragraph 1.9.A.1 are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Paragraph 1.9.A.1.
- 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, Supplementary Conditions, Agreement, Drawings 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 Paragraph 3.03 of the General Conditions, in case of a conflict or contradiction among the General Conditions (including Supplementary Conditions), Agreement, Drawings, and Technical Specifications, the following shall be the order of controlling authority as among these documents: The Technical Specifications and Drawings shall control over the Agreement and the Agreement shall control over the General Conditions (including Supplementary Conditions). The Technical Specifications and the Drawings are intended to work together and complement each other. Any discrepancy or ambiguity between the Technical Specifications and the Drawings shall be interpreted consistent with the clear intent of the Engineer. If the intent of the Engineer is not clear, the Engineer shall determine which is controlling.

#### 1.10 MISCELLANEOUS

- A. Terms
  - 1. Terms used in this Agreement will have the meanings stated in the General Conditions.
- B. Assignment of Contract
  - 1. 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.
- C. Successors and Assigns
  - 1. The City of Durham 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.
- D. Severability
  - 1. 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 the City of Durham 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.

E. Notices and Communications

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

To the City of Durham (Owner):  
Attention: Antwon Williams, P.E.  
City of Durham  
Public Works Department  
Stormwater & GIS Services Division  
101 City Hall Plaza  
Durham NC 27701  
Fax: (919) 560-4316

To the Contractor:  
*[to be completed upon execution]*

2. A change of address, fax number, 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.

F. Not Used

G. Technical Data and Other Work

1. Subsurface and Physical Conditions
  - a. A subsurface investigation was conducted in advance of the Project.
    - 1) "Structure Subsurface Investigation," dated December 6, 2018.
2. Stream Flow Information
  - a. Stream flow information for North East Creek is available in the "Flood Insurance Study" for Durham County, North Carolina and Incorporated Areas, <https://fris.nc.gov/fris/Home.aspx>.
  - b. Odyssey Drive StreamStats Report. This may be downloaded at <https://durhamnc.gov/3980>.
3. Hazardous Environmental Condition
  - a. No reports or drawings related to Hazardous Environmental Condition are known to the City of Durham or Engineer.
4. Other Work
  - a. The City of Durham and Engineer are unaware of any other work on the Site at the time of Notice to Proceed.

- H. Contractor's Insurance Requirements -- Contractor shall maintain the insurance coverage required under Article 5 of the General Conditions and in the amounts identified below. In the case of any conflict between this Paragraph 1.10.H and Article 5 of the General Conditions, the Contractor shall comply with more stringent requirement.
1. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.
  2. Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising injury Liability.
  3. Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.
  4. Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
  5. Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$500,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
  6. Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.
  7. Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance

requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham  
ATTN: Antwon Williams, P.E.  
Public Works Department  
101 City Hall Plaza  
Durham, NC 27701

8. All insurance companies must be authorized to do business in North Carolina with a Best rating A-VIII or higher.

I. E-verify Requirements

1. If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129
  - a. the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS;
  - b. the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (1) shall have the meanings intended by NCGS 143-129 (j); and
  - c. the City is relying on this subsection (1) in entering into this contract.
2. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

- J. Change "SDBE" to "UBE" – Paragraph 6.06.K, and subparagraphs, are amended by replacing the phrase "Small Disadvantaged Business Enterprises" with "Underutilized Business Enterprises" and replacing "SDBE" with "UBE".

- K. Indemnification provision replacement –Paragraph 6.20 (Indemnification) of the General Conditions is deleted in its entirety and replaced with the following new paragraph:

6.20 *Indemnification applicable to construction agreements or design professional agreements.*

- A. (Definitions). These definitions apply to this Paragraph 6.20 unless otherwise stated.

Contractor – Each party to this contract except the City of Durham.

Construction agreement -- any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.

Defend -- to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the

Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

Derivative parties -- with respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.

Design professional -- a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Design professional services -- a service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Fault -- a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.

Indemnitees -- City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

Subcontractor -- any person or entity, of any tier, providing labor or material through the Contractor for use on the project at issue in the applicable construction agreement or design professional agreement.

B. (Standard Indemnification). (i) To the maximum extent allowed by law, the Contractor shall defend, indemnify and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or its derivative parties. In performing its duties under this subparagraph "i," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (ii) "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are (1) interest and reasonable attorney's fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. (iii) Other Provisions Separate. Nothing in this Paragraph 6.20 shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This Paragraph 6.20 is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (iv) Survival. This Paragraph 6.20 shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

C. (Restriction regarding Indemnitees' Negligence). This contract shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

D. (Restriction regarding Fault). Nothing in this contract requires the Contractor to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.

E. (Restriction regarding Negligence). Nothing in this contract requires the Contractor to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney's fees, proximately caused or alleged caused by the professional negligence, in whole or in part of the Contractor, the City, or their derivative parties, whether the claim is alleged or brought in tort or contract.

F. (Liability When at Fault). It is agreed without limitation that nothing in this contract shall be interpreted to exclude from any indemnity or hold harmless provisions enforceable under subparagraphs 6.20.C and 6.20.D any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the City to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the City by law or by contract, if the fault of the Contractor or its derivative parties is a proximate cause of the attorney's fees litigation or arbitration expenses, or court costs to be indemnified.

G. (Insurance contracts and bonds) This Paragraph 6.20 does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.

L. Performance of Private Work in Conjunction with Contract

1. The Contractor shall not perform work for private citizens or agencies in conjunction with this Project or within the Project Sites of this Contract. Any other work performed by the Contractor within the vicinity of the Project Sites shall be completed prior to mobilization to each individual Site or after substantial completion and demobilization from the individual Site.

M. NCDENR Fines

1. In addition to Liquidated Damages, Contractor shall pay Owner for any NCDENR fines that may be levied against the Owner but related to the Contractor's actions.

NON-COLLUSION STATEMENT BY CONTRACTOR

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, ....., affirm that I have not engaged in collusion with any City employee(s), other person, corporations, or firms relating to this Bid, proposals, or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

.....  
CONTRACTOR

CONTRACT: SD-2020-01  
PROJECT: Odyssey Drive Culvert Replacement  
DATE: July 28, 2020

STORMWATER & GIS SERVICES DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF DURHAM, NORTH CAROLINA

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or offices on this [*to be completed upon execution*] day of [*to be completed upon execution*], 20[*to be completed upon execution*] (the “Effective Date”).

ATTEST:

CITY OF DURHAM

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

preaudit certificate, if applicable \_\_\_\_\_

Address for giving notices:

Attention: Antwon Williams, P.E.  
City of Durham  
Public Works Department  
Stormwater & GIS Services Division  
101 City Hall Plaza  
Durham NC 27701  
E-mail: [antwon.williams@DurhamNC.gov](mailto:antwon.williams@DurhamNC.gov)  
Phone No.: (919) 560-4326, ext. 30254  
Fax No.: (919) 560-4316

CONTRACT: SD-2020-01  
PROJECT: Odyssey Drive Culvert Replacement  
DATE: July 28, 2020

STORMWATER & GIS SERVICES DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF DURHAM, NORTH CAROLINA

CONTRACTOR (CORPORATION):

.....

By: .....

Title: .....

(CORPORATE SEAL)

Attest: .....

Title: .....

(CORPORATE SEAL)

Address for giving notices:

.....

.....

.....

Phone No.: .....

Fax No.: .....

License No.: .....

Agent for service or process: .....

.....

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



State of ..... ACKNOWLEDGMENT BY CORPORATION

County of .....

I, a notary public in and for the aforesaid county and state, certify that .....  
personally appeared before me this day and stated that he or she is

*(Strike through the inapplicable:)* chairperson/ president/ chief executive officer/ vice-president/  
assistant vice-president/ treasurer/ chief financial officer of

*[to be completed upon execution]*, a corporation, and that by authority duly given and as the act of the  
corporation, he or she signed the foregoing contract or agreement with the City of Durham and the  
corporate seal was affixed thereto. This the ..... day of .....,  
20.....

My commission expires: .....  
..... Notary Public

CONTRACT: SD-2020-01  
PROJECT: Odyssey Drive Culvert Replacement  
DATE: July 28, 2020

STORMWATER & GIS SERVICES DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF DURHAM, NORTH CAROLINA

END OF DOCUMENT

**ODYSSEY DRIVE CULVERT REPLACEMENT (SD-2020-01)**  
UNIT PRICE WORK FORM

Standard			Item Description	Unit	Quantity	Unit Price	Item Value
No.	Specification	Drawing					
			<b>Abandonment, Demolition, and Removal</b>				
A1	NCDOT 250	N/A	Removal of Existing Asphalt Pavement	SY	700		
			<b>Subtotal for Abandonment, Demolition, and Removal</b>				
			<b>Earthwork</b>				
A2	NCDOT 200	N/A	Clearing and Grubbing (0.1 Acres)	LS	1		
A3	NCDOT 225	N/A	Unclassified Excavation	CY	198		
A4	NCDOT 226	N/A	Supplemental Clearing and Grubbing	AC	1		
A5	NCDOT 240	N/A	Drainage Ditch Excavation	CY	20		
A6	NCDOT 300	N/A	Foundation Conditioning Material, Minor Strs.	TN	20		
A7	NCDOT 301	N/A	Foundation Conditioning Geotextile	SY	60		
A8	NCDOT 500	N/A	Fine Grading	LS	1		
			<b>Subtotal for Earthwork</b>				
			<b>Soil Erosion and Sediment Control</b>				
A9	NCDOT 876	N/A	Rip Rap, Class 1	TN	40		
A10	NCDOT 876	N/A	Geotextile for Drainage	SY	395		
A11	30 11 00	N/A	Temporary Block and Gravel Inlet Protection	EA	2		
A12	NCDOT 1605	N/A	Temporary Silt Fence	LF	1405		
A13	NCDOT 1610	N/A	Erosion Control Stone, Class A	TN	165		
A14	NCDOT 1610	N/A	Erosion Control Stone, Class B	TN	65		
A15	NCDOT 1610	N/A	Sediment Control Stone	TN	1320		
A16	NCDOT 1615	N/A	Temporary Mulching	AC	0.5		
A17	NCDOT 1620	N/A	Seed for Temporary Seeding	LB	100		
A18	NCDOT 1620	N/A	Fertilizer for Temporary Seeding	TN	0.5		
A19	NCDOT 1622	N/A	Temporary Slope Drains	LF	200		
A20	30 11 00	N/A	Safety Fence	LF	200		
A21	NCDOT 1630	N/A	Silt Excavation	CY	110		
A22	NCDOT 1631	N/A	Matting for Erosion Control	SY	1000		
A23	30 11 00	N/A	Coir Fiber Mat	SY	735		
A24	NCDOT 1632	N/A	1/4" Hardware Cloth	LF	10		
A25	30 11 00	N/A	24" Temporary Pipe	LF	120		
A26	30 11 00	N/A	Temporary Pipe for Stream Crossing	LF	25		
A27	NCDOT 1660	N/A	Seeding and Mulching	AC	1		
A28	NCDOT 1660	N/A	Mowing	AC	0.5		
A29	NCDOT 1661	N/A	Seed for Repair Seeding	LB	50		
A30	NCDOT 1661	N/A	Fertilizer for Repair Seeding	TN	0.25		
A31	NCDOT 1662	N/A	Seed for Supplemental Seeding	LB	50		
A32	NCDOT 1665	N/A	Fertilizer Topdressing	TN	0.25		
A33	30 11 00	N/A	Impervious Dike	LF	52		
A34	NCDOT 1667	N/A	Specialized Hand Mowing	MHR	10		
A35	NCDOT 1675	N/A	Response for Erosion Control	EA	15		
A36	30 11 00	N/A	Concrete Washout Structure	EA	1		
			<b>Subtotal for Soil Erosion and Sediment Control</b>				
			<b>Traffic Control</b>				
A37	30 11 00	N/A	Temporary Traffic Control (Offsite Detour)	LS	1		
			<b>Subtotal for Traffic Control</b>				
			<b>Paving</b>				
A38	NCDOT 607	N/A	Milling Asphalt Pavement, 1.5-inch Depth	SY	800		
A39	NCDOT 610	N/A	Asphalt Concrete Base Course, Type B25.0C	TN	190		
A40	NCDOT 610	N/A	Asphalt Concrete Intermediate Course, Type I19.0C	TN	160		
A41	NCDOT 610	N/A	Asphalt Concrete Surface Course, Type S9.5B	TN	190		
A42	NCDOT 620	N/A	Asphalt Binder for Plant Mix PG 64-22	TN	25		
A43	NCDOT 846	N/A	2'-6" Concrete Curb and Gutter	LF	240		
			<b>Subtotal for Paving</b>				
			<b>Storm Drainage</b>				
A44	NCDOT 840	N/A	Masonry Drainage Structures	EA	6		
A45	NCDOT 840	N/A	Masonry Drainage Structures	LF	0.5		
A46	NCDOT 840	NCDOT 840.03 Type E	Frame w/Grate and Hood	EA	2		
A47	NCDOT 840	NCDOT 840.03 Type F	Frame w/Grate and Hood	EA	2		
A48	NCDOT 840	NCDOT 840.03 Type G	Frame w/Grate and Hood	EA	2		
A49	NCDOT 310	N/A	15-inch R.C. Pipe Culverts, Class III	LF	28		
A50	NCDOT 310	N/A	18-inch R.C. Pipe Culverts, Class III	LF	40		
A51	NCDOT 310	N/A	24-inch R.C. Pipe Culverts, Class III	LF	80		
A52	NCDOT 340	N/A	Pipe Removal	LF	79		
A53	NCDOT 402	N/A	Removal of Existing Structure at Sta. 14+66	LS	1		
A54	NCDOT 414	N/A	Culvert Excavation, Sta. 14+66	LS	1		
A55	NCDOT 414	N/A	Foundation Conditioning Material, Box Culvert	TN	117		
A56	NCDOT 420	N/A	Class A Concrete (Culvert)	CY	173.1		
A57	NCDOT 425	N/A	Reinforcing Steel (Culvert)	LB	19638		
			<b>Subtotal for Storm Drainage</b>				
			<b>Utilities</b>				
A58	NCDOT 1510	N/A	Ductile Iron Water Pipe Fittings	LB	1300		
A59	NCDOT 1510	N/A	12" Water Line	LF	263		
A60	NCDOT 1515	CoD 513.05	12" Valve	EA	2		
A61	NCDOT 1530	N/A	Abandon 12" Utility Pipe	LF	264		
A62	30 11 00	N/A	15" CIPP Repair	LF	130		
A63	30 11 00	N/A	3-inch Conduit	LF	160		
A64	30 11 00	N/A	3-inch Concrete Encasement (5,000 psi)	CY	3		
A65	NCDOT 1540	CoD C07.02	24" Encasement Pipe	LF	50		
A66	30 11 00	N/A	Utility Line/Pole Relocation and Coordination Allowances	LS	1	\$10,000.00	\$10,000.00
			<b>Subtotal for Utilities</b>				
			<b>Miscellaneous</b>				
A67	NCDOT 800	N/A	Mobilization (Single Large Project)	LS	1		
A68	30 11 00	N/A	Testing and Inspecting Allowances	LS	1	\$15,000.00	\$15,000.00
A69	NCDOT 800	N/A	Construction Surveying	LS	1		
			<b>Subtotal for Miscellaneous</b>				
			<b>Total for SD-2020-01</b>				



# COVID-19 CONTRACTOR GUIDANCE

*2020*

## COVID-19 GUIDELINES FOR CONTRACTORS

- Contractors are required to submit a COVID-19 Work Plan as part of their bid or prior to starting work inside City facilities or at outside worksites.
- The COVID-19 Work Plan must address the following safety precautions:
  - Practice 6ft social distancing protocols at all City jobsites as well as inside City facilities.
  - Prohibit large work groups of 10 or more employees.
  - Require sick employees to stay home or go home if they start to feel ill while on the job.
  - Promote frequent hand washing.
  - Ensure frequent re-supply of soap and running water at all jobsites.
  - Maintain Safety Data Sheets on all disinfectants used on site.
  - All PPE must be selected based upon the hazard to the employee.
  - Employees must wear a face covering while performing work inside City facilities.
  - Provide employees with up to date education and training on coronavirus risk factors and protective behaviors.
  - Develop a wellness screening procedure to address an employee becoming ill while at work or notifying the employer they are ill while not at work.
- The COVID-19 Work Plan must be reviewed and approved by the City's Risk Manager prior to the start of new projects, existing projects as well as all other service related work requiring access to City facilities.

### PROJECT MANAGERS

- Provide prospective bidders, current contractors and vendors with the COVID-19 GUIDELINES outlined above.
- Monitor contractor adherence to the COVID-19 Guidelines by conducting periodic site visits.
- Non-compliance with the City's COVID-19 Guidelines will be addressed with the contractors Crew Chief.
- Non-compliance matters will be shared with the Risk Manager

### WELLNESS SCREENINGS-CONTRACTORS

- Prior to entering any City facility to perform work, contractors will ensure their employees have completed a daily wellness screening in accordance with City of Durham stay at home orders and CDC guidelines
- Project Manager will confirm completion of wellness screening with vendor representative daily prior to starting work.

### WELLNESS SCREENINGS-EXISTING VENDORS

- Vendors will ensure their employees complete daily wellness screening in accordance with City of Durham stay at home orders and CDC guidelines.
- Vendors entering a City facility will be required to wear a face covering.
- Vendors will adhere to social distancing protocols while inside City facilities.
- Vendors will utilize appropriate PPE based on work hazards presented.

## CONFIRMED POSITIVE TEST

- Contractor/Vendors notified of a positive test for any employee working in a City facility or worksite must immediately contact the City Project Manager overseeing the project.
- Project managers will notify the City Risk Manager immediately upon notification of a positive test.
- \*Contractor/Vendor employees who have a confirmed positive test for COVID-19 as well as employees who have been advised of possible COVID-19 exposure or considered to have been in **“close contact”** with an employee exposed, will not be allowed back onto a City worksite or inside a City facility until that employee(s) have received written clearance from their Human Resource department.
- Documented written clearance must be submitted to the City Risk Manager through the assigned Project Manager before employees can return to the worksite or City facility.

***\*Close contact is defined by the CDC as any person who has been within 6 feet of a confirmed infected person for more than 15 minutes.***