

DOCUMENT 00 91 13

ADDENDA

ADDENDUM NUMBER 2

DATE: July 28, 2021

PROJECT: Stormwater Infrastructure Repairs

CONTRACT NUMBER: SD-2021-05

OWNER: The City of Durham

ENGINEER: The City of Durham

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated June 17, 2021, Addendum No.1, dated July 07, 2021; 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 22 pages.

CHANGES TO THE PROJECT MANUAL (2 pages)

1. Remove cover sheets 1 and 2 and replace with the cover sheets included with this addendum.

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

2. Remove document 00 01 10 – TABLE OF CONTENTS, dated July 06, 2021 and replace with document 00 01 10 – TABLE OF CONTENTS, dated July 28, 2021 included with this addendum.

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

3. Remove document 00 11 16 – INVITATION TO BID, dated June 17, 2021 and replace with document 00 11 16 – INVITATION TO BID, dated July 06, 2021 included with this addendum.

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

4. Remove document 00 21 15 – INSTRUCTIONS TO BIDDERS, dated June 17, 2021 and replace with document 00 21 15 – INSTRUCTIONS TO BIDDERS, dated July 28, 2021 included with this addendum.

END OF DOCUMENT

CITY OF DURHAM, NORTH CAROLINA

PROJECT MANUAL

INCLUDING

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

FOR



**CITY OF
DURHAM**

CONTRACT: SD-2021-05

Issued: June 17, 2021

Revised: July 28, 2021

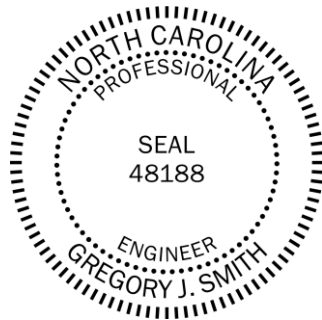
Project: Stormwater Infrastructure Repairs

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

CONTRACT: SD-2021-05

Issued: June 17, 2021
Revised: July 28, 2021

PROJECT:
Stormwater Infrastructure Repairs



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

DOCUMENT 00 01 10

TABLE OF CONTENTS

Section Title

PROCUREMENT AND CONTRACTION REQUIREMENTS GROUP
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
INTRODUCTORY INFORMATION

00 01 10 Table of Contents

PROCUREMENT REQUIREMENTS

00 11 16 Invitation to Bid
00 21 15 Instructions to Bidders - EJCDC
00 31 00 Available Project Information
00 41 43 Bid Form - Unit Price (Single-Prime Contract)

CONTRACTING REQUIREMENTS

00 52 15 Agreement Form - EJCDC Stipulated Sum (Single-Prime Contract)
00 72 15 General Conditions - EJCDC Stipulated Sum (Single-Prime Contract)
C-700 EJCDC Standard General Conditions of the Construction Contract

SPECIFICATIONS GROUP
GENERAL REQUIREMENTS SUBGROUP
DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 Summary
01 20 00 Price and Payment Procedures
01 30 00 Administrative Requirements
01 33 00 Submittal Procedures

SITE AND INFRASTRUCTURE SUBGROUP
DIVISION 30 - MISCELLANEOUS

30 11 00 Project Special Provisions

ADDENDA

00 91 13 Addendum Number 1 (July 07, 2021)
00 91 13 Addendum Number 2 (July 28, 2021)

LIST OF APPENDICES

Appendix A	Underutilized Business Enterprises (UBE) Participation Goals
Appendix B	EBOP Construction Forms
Appendix C	UBE Subcontracting Reporting Forms
Appendix D	UBE Listing
Appendix E	Non-Collusion Affidavit Forms for Bidder and Subcontractor
Appendix F	Bid Bond Forms
Appendix G	Performance Bond and Payment Bond Forms
Appendix H	Reimbursable Sales and Use Tax Statement Forms
Appendix I	Contractor Safety Record Information
Appendix J	Contractor Workforce Diversity Questionnaire
Appendix K	Not Used
Appendix L	Not Used

END OF SECTION

CONTRACT: SD-2021-05
PROJECT: Stormwater Infrastructure Repairs
DATE: July 28, 2021

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

DOCUMENT 00 11 16

INVITATION TO BID

Contract: SD-2021-05

Project: Stormwater Infrastructure Repairs

Owner:	Engineer/Issuing Office:
City of Durham	Attention: Carol Teabo, EIT
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. 30389
	Carol.Teabo@DurhamNC.gov

Date: June 17, 2021

Revised Date: June 28, 2021

The City of Durham will open sealed formal Bids submitted by Bidders at **10:00 am**, Thursday, August 19, 2021 for Contract SD-2021-05, Project: Stormwater Infrastructure Repairs in the City of Durham Department of Public Works Conference Room 3B, Third Floor, 101 City Hall Plaza, 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 Carol Teabo at Carol.Teabo@DurhamNC.gov no later than 5:00 pm on August 18, 2021 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 installation of repairs of stormwater drainage systems at various site locations throughout the City of Durham.

Beginning 10:00 am, Thursday, June 17, 2021, the Project Manual including Bidding Documents, Contract Documents, and Technical Specifications, along with Drawings, may be viewed and downloaded, free of charge, from the City of Durham, Public Works Department web site: <https://durhamnc.gov/4533/>.

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 10:00 am, Wednesday, July 7, 2021. Email Carol Teabo at Carol.Teabo@DurhamNC.gov no later than 5:00 pm on Tuesday, July 6, 2021 in order to receive link for the pre-Bid conference. The pre-Bid conference cannot 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 Carol.Teabo@DurhamNC.gov indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.

The City of Durham is open to negotiate individual start times for each Work Site. Work Sites are required to be completed within the following timeframes from the site-specific negotiated Notice to Proceed date:

Edison Johnson Rec Center Stormwater Pipe Repairs (COP-127)	60 calendar days
North Buchanan Boulevard Storm Replacement (PDAP-046)	90 calendar days
Winton Road Pipe Network Replacement (PDAP-041)	90 calendar days
Fairview Street Storm Replacement (PDAP-063)	90 calendar days
Stuart Drive Pipe Network Replacement (PDAP-069)	90 calendar days
Kamis Street Drainage Plan (PDAP-079)	90 calendar days
West Club Blvd. Culvert Replacement	120 calendar days

The City of Durham requires the Project to be completed in 690 calendar days from execution of Agreement.

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. Contractor safety record information.
 14. Contractor work force diversity questionnaire.
 15. Preparation of Bid.
 16. Basis of Bid; comparison of Bids.
 17. Submittal of Bid.
 18. Modification and withdrawal of Bid.
 19. Opening of Bids.
 20. Bids to remain subject to acceptance.
 21. Evaluation of Bids and award of Contract.
 22. Contract security and insurance.
 23. Signing of Agreement.
 24. 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-2021-05, Project: Stormwater Infrastructure Repairs.”
- B. Bidding Documents may be viewed and downloaded from the City of Durham, Public Works Department web site: <http://durhamnc.gov/4533>.

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 Carol.Teabo@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, 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 10:00 am, Wednesday, July 7, 2021. Email Carol Teabo at Carol.Teabo@DurhamNC.gov no later than 5:00 pm on July 6, 2021 in order to receive a link for the pre-Bid conference. The pre-Bid conference cannot be attended in person.

Representatives of the City of Durham, Engineer, and the Equity & Inclusion Department will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such agenda as Engineer considers necessary in response to questions arising from the conference. Oral statements may not be relied upon and shall not be binding or legally effective.

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

1.8 INTERPRETATIONS AND ADDENDA

- A. All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. All Addenda will also be posted on the City of Durham, Public Works Department web site: <http://durhamnc.gov/4533>. 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 N.C. D.O.T. and the 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 Equal Business Opportunity Program Construction Forms included with this Bid. **The following forms are mandatory and must be filled out and returned with the Bid proposal.**
 - a. Equal Business Opportunity Program Construction Forms
 - 1) Forms E-101 UBE Participation On Base Bid and/or E-102 UBE Participation On Bid Alternate

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:

City of Durham
Equity & Inclusion Department
(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 CONTRACTOR SAFETY RECORD INFORMATION

- A. The Bidder's safety record shall be reviewed and evaluated in addition to other quality and performance criteria as part of the Bid evaluation process. The Bidder's failure to provide the requested information and documentation may result in the rejection of Bids as nonresponsive. Because a poor safety record can be indicative of poor past performance, Bids may also be rejected if for any of the following deficiencies: (1) a DART Incident Rate above the Industry Average, (2) an EMR above the industry average, (3) OSHA citations or investigations, or (4) an inadequate safety plan. For each identified deficiency Bidder must provide a written explanation of the deficiency and include a detailed explanation of the actions you have taken to address such safety record deficiency.
- B. The Contractor Safety Record Information forms may be found in Appendix I of the Project Manual.

1.15 CONTRACTOR WORKFORCE DIVERSITY QUESTIONNAIRE

- A. Bidders shall complete the Contractor Workforce Diversity Questionnaire and submit it with their Bid. The Bidder's failure to provide the requested information and documentation may result in the rejection of Bids as nonresponsive.
- B. The Contractor Workforce Diversity Questionnaire may be found in Appendix J of the Project Manual.

1.16 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 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.

1.17 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.

1.18 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-2021-05
 2. Project: Stormwater Infrastructure Repairs
 3. Name of Bidder: _____
 4. Address of Bidder: _____

 5. Phone Number of Bidder: _____
 6. Contact Person for Bidder: _____
 7. Phone Number of Contact: _____
 8. Bidder's North Carolina General Contractor's License Number: _____
 9. The above-name Bidder has enclosed, and checked as appropriate, the following items in the Bid (check all):
 - a. _____ Bid Form
 - b. _____ 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. _____ Contractor Workforce Diversity Questionnaire
- 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: Carol Teabo, EIT
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-2021-05 STORMWATER INFRASTRUCTURE REPAIRS” and be Emailed to Carol.Teabo@DurhamNC.gov prior to the time listed in the 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.

1.19 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.

1.20 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 Carol Teabo at Carol.Teabo@DurhamNC.gov no later than 5:00 pm on August 18, 2021 in order to receive a link for the Bid opening.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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