

BRIER CREEK PUMP STATION IMPROVEMENTS

RALEIGH WATER RALEIGH, NORTH CAROLINA

SUBJECT: ADDENDUM NO. 1

NOVEMBER 22, 2024

To the Plans and Specifications for:
Brier Creek Pump Station Improvements Project
Raleigh, N.C.

To: PROSPECTIVE PROPOSERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

CHANGES TO FRONT END SPECIFICATIONS

SECTION 00410 – BID FORM

Remove Section 00410 and replace it in its entirety with the revised Section 00410 that is included in Attachment A. (this supersedes the section in the original Project Manual and those provided in Addendums 1 and 2)

CHANGES TO TECHNICAL SPECIFICATIONS

SECTION 01 51 40 – TEMPORARY BYPASS PUMPING

Replace the first sentence of Paragraph 2.01.G with the following.

“G. The primary pump may be either diesel-powered or electric-powered. The following provisions shall be met depending on the type of pump utilized.

1. Diesel-Powered Pumps

- a. Contractor shall be responsible for providing and storing a sufficient quantity of diesel fuel on site to continually operate the primary pumps for at least three (3) consecutive days.
- b. Contractor shall check the pump fuel levels and shall refill the tanks to full capacity on a daily basis.

2. Electric-Powered Pumps

- a. The power supply to electric-powered pumps shall not be from any pump station electrical equipment. Power shall be provided from the overhead electric at the power pole that serves the pump station site or a point upstream of this pole. The cost for the installation, ongoing maintenance, monthly power bill, and removal of a new power drop as well as all coordination with the power utility shall be borne by the Contractor and included in their bid.

CHANGES TO DRAWINGS

SHEET M7 – MECHANICAL PROPOSED TOP PLAN

Remove the label in the top plan that points to Door 2 that states “3'Wx7'H STEEL DOUBLE DOOR”.

FOR THE OWNER

CJS Conveyance, PLLC



BY: 
Stephen D. Leitch, P.E.

END OF DOCUMENT

BID FORM

PROJECT: Brier Creek Pump Station Improvements

CITY BID NO.: 274-BCP-R

BID FROM: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This bid is submitted to:

Dan Williams
City of Raleigh, Raleigh Water
One Exchange Plaza, Suite 620
Raleigh, North Carolina 27601

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this bid, bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

No. _____, dated _____
No. _____, dated _____
No. _____, dated _____
No. _____, dated _____
No. _____, dated _____
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplemental Conditions - 5.02 as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable Technical Data.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
1. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 2. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 3. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.A:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For the following Alternates in priority order as selected by the Owner for inclusion in the Project as follows:

| Bid Add Alternates | | |
|--|--|-------------|
| <u>Alternate No. 1 – Diesel Bypass Pump System</u> | | |
| 1. Diesel Bypass Pump and Associated Flood Structure, Influent Structure, and Suction and Discharge Piping | | \$ |
| 2. Instrumentation Allowance | | \$9,255.00 |
| Total Add Alternate No. 1 | | \$ |
| <u>Alternate No. 2 – Magnetic Flow Meter Vault</u> | | |
| 1. Magnetic Flow Meter Vault and Associated Items | | |
| 2. Instrumentation Allowance | | \$17,960.00 |
| Total Add Alternate No. 2 | | \$ |

- A. All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.
- B. For 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 the Bid Schedule below.

BASE BID SCHEDULE

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Extended Bid Price |
|----------|---|------|--------------------|----------------|--------------------|
| 1. | Brier Creek Pump Station Improvements (other than those included in other line items) | LS | 1 | | \$ |
| 2. | Wet Well Concrete Repair | | | | |
| | a. Partial Depth Vertical Surface Repair at a Depth of 0" to 1/2" | SF | 1,100 | | \$ |
| | b. Partial Depth Vertical Surface Repair at a Depth of 1/2" to 1" | SF | 500 | | \$ |
| 3. | Wet Well MIC Coating | LS | 1 | | \$ |
| 4. | Spalling Concrete Repairs (Detail A/S6) | SF | 5 | | \$ |
| 5. | Masonry Crack Repairs (Detail H/S5) | LF | 175 | | \$ |
| 6. | Instrumentation Allowance | - | - | - | \$188,510.00 |
| 7. | Contingency Allowance | - | - | - | \$300,000.00 |

TOTAL BASE BID PRICE (Sum of Items 1 through 7) \$ _____

- 5.02 Bidders are hereby notified that GS 143-128(d), requires all bidders on single prime projects to identify on their Bid form the contractors they have selected for the subdivisions for branches of work for (1) HVAC, (2) Plumbing, (3) Electrical, and (4) General. Accordingly, bidder shall list below applicable selected contractors for the following branches of work (write "N/A" if not applicable or self-performed).

| | |
|-----------------------------------|-------------|
| HVAC _____ | _____ |
| Name | License No. |
| Plumbing _____ | _____ |
| Name | License No. |
| Electrical _____ | _____ |
| Name | License No. |
| Concrete Repair/MIC Coating _____ | _____ |
| Name | License No. |

General _____

Name _____

License No. _____

The Bidder proposes to furnish and install the indicated products from the below-listed Manufacturers/Suppliers. The Contractor shall circle named manufacturers where noted and write in selected manufacturers where the line is blank.

| <u>Equipment/System</u> | <u>Manufacturer</u> |
|--|----------------------------|
| Non-Clog Vertical Pump (Section 43 25 14) | _____ |
| Diesel Bypass Pump (Section 43 25 15) | _____ |
| MIC Coating System (Section 09 96 59) | _____ |
| Slide Gates (Section 40 05 59.23) | _____ |
| Motor Control Center (Section 26 24 19) | _____ |

- A. Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. Bidder acknowledges that the rights of the Owner and the recommendations of the Engineer are not to be questioned in the Award of Contracts.
- D. Bidder acknowledges that it is the intention of the Mayor and City Council to let contracts on a basis of the Bids received in accordance with GS 143-129 and in such manner as they deem to be for the best interests of the Owner.
- E. Bidder acknowledges that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.
- F. Bidder acknowledges that should the total bid exceed the funds available to construct the project, the Owner reserves the right to reduce the scope of work from the project by deleting certain lump sum or unit price bid items prior to awarding the contract to bring the project within the funds available.
- G. Bidder acknowledges that if this contract is awarded, Bidder must, with every pay request, furnish to the Public Utilities Director of the City of Raleigh an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment, and other items charged to this contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures.". A sales tax form must be submitted even if there is no sales tax incurred.

- H. Bidder agrees to begin work within 10 days from the date of the Notice to Proceed.
- I. Bidder agrees that should the Owner reduce the scope of work by 25% or less of the Total Bid price prior to award of the contract, the lump sum and the unit price on all bid items shall remain unchanged.
- J. Bidder agrees that in the case of failure on his part to execute the said Contract and the Bonds within 15 consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of the Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Bid shall be returned to the Bidder.
- K. Bidder agrees to provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Engineers under them, in a first class manner.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Base Bid Work will be substantially complete within 610 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06.B of the General Conditions within 640 calendar days after the date when the Contract Times commence to run. No time will be added if Add Alternate No. 1 or No. 2 is awarded.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.
- 6.03 Milestone Dates
Not used.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a Bid Bond or Certified Check (Section 00430);
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the affidavit A required above.
 - 1. Nondiscrimination Agreement (Section 00440);
 - 2. Use of MWBE Businesses (Section 00440);
 - 3. Identification of Minority Business Participation (Section 00440), and;
 - 4. Affidavit A, Listing of Good Faith Effort, or Affidavit B, Intent to Perform Contract with Own Workforce (Section 00440).

- C. Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement (Section 00441);
 - D. City of Raleigh – Contractor's Poor Performance Policy (Section 00442);
 - E. Non-Collusive Affidavit (Section 00443);
 - F. Notice to Contractor Regarding Intrusions Beyond Project Limits (Section 00444);
 - G. Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license);
- 7.02 Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
- 7.03 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or,
 - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 7.04 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 Bidder's License
- A. Number: _____
 - B. Classification: _____
 - C. Limitation: _____
 - D. Employer's Tax ID No.: _____
 - E. Business Address: _____
 - F. Phone No.: _____ Fax No.: _____
 - G. Contact Person: _____ E-mail Address: _____
 - H. Phone No. w/ Ext.: _____

9.02 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title (typed or printed): _____

Attest: _____

(Signature of Corporate Secretary)

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title (typed or printed): _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is ____/____/____.

Limited Liability Company - LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed:

By: _____

(Signature of Manager)

Name (typed or printed): _____

Title (typed or printed): _____