



October 1, 2024

### **ADDENDUM #1**

#### **NOTICE TO BIDDERS:**

The bid opening is scheduled for 3:00 pm on Wednesday, October 9, 2024, at the Raleigh Municipal Building, Room 305.

The non-mandatory pre-bid meeting is scheduled for 11:00 am on Thursday, October 3, 2024, at the Lions Park Community Center (516 Dennis Avenue, Raleigh, NC)

#### **PROJECT INTRODUCTION:**

The project consists of the installation of Green Stormwater Infrastructure (GSI) elements at multiple locations in Raleigh, North Carolina. The Base Bid contains the following:

- 1) Construction of an approximately 10,000 square foot submerged gravel wetland and appurtenances at Lions Park Location A (off Dennis Avenue).
- 2) Construction of an approximately 2,000 square foot bioswale and appurtenances at Lions Park Location B (adjacent to Community Center).
- 3) Construction of an approximately 500 square foot bump-out bioretention with a tree well, suspended pavement system, and appurtenances in the Levister Court right-of-way.

There are two Add Alternate Bids for this project:

- 1) Installation of 1,200 square foot bump-out bioretention in the Crest Road right-of-way.  
Alternate #1 includes installation of 95 lf of underdrain via open-cut excavation.
- 2) Installation of 1,200 square foot bump-out bioretention in the Crest Road right-of-way.  
Alternate #2 includes installation of 95 lf of underdrain via jack-and-bore techniques.

This project is ARPA-funded.

#### **REVISED FRONT-END DOCUMENTS (see attached):**

- 00001, Project Manual Cover
- 00010, Table of Contents
- 00100, Advertisement for Bids
- 00200, Instructions to Bid
- 00409, Bidders Checklist
- 00410, Bid Form
- 00520, Agreement
- 00550, Notice to Proceed

**PROJECT MANUAL**  
**FOR**  
**Lions Park GSI and Urban Heat Island GSI Retrofits**  
**City of Raleigh**  
**Wake County, North Carolina**

**274-SM-2023-0009**

**September 30, 2024**

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Jason Wright, P.E.  
Tetra Tech Engineering, P.C.  
4000 Sancar Way, Suite 200  
Research Triangle Park, NC 27709  
Company License # C-2644

**City Manager**  
Marchell Adams-David



**Mayor**  
Mary-Ann Baldwin

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- Contractor Safety Evaluation Questionnaire and Safety Record Information
- Original Bid Addenda

END OF DOCUMENT

**ADVERTISEMENT FOR BIDS**  
POSTED: SEPTEMBER 30, 2024  
CITY BID NUMBER: 274-SM-2023-0009

Project: Lions Park GSI and Urban Heat Island GSI Retrofits

Owner: City of Raleigh, North Carolina, Engineering Services Department, Stormwater Service Unit, 127 W. Hargett St., 8<sup>th</sup> Floor, Raleigh, NC 27601.  
Contact: Erik Mayr, 919-996-4077

Engineer: Tetra Tech Engineering, P.C., 4000 Sancar Way, Suite 200, Research Triangle Park, NC 27709

Sealed Bids will be received from **2:00 PM to 3:00 PM on October 9, 2024 in Room 305 of the Raleigh Municipal Building, 222 W. Hargett Street, Raleigh, NC 27601**, at which time and place bids will be publicly opened at **3:00 PM** and read aloud for the construction of the Lions Park GSI and Urban Heat GSI Retrofits project.

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A Non-mandatory Pre-Bid Meeting will be held on **Thursday, October 3, at 11:00 AM** at the Lions Park Community Center, 516 Dennis Avenue, Raleigh, NC 27601.

Requirements for pre-bid submittals of an "or-equal" are required within 10 days of the issuance of the Advertisement for Bids and in accordance with Section 00200, Instructions to Bidders.

The Project consists generally of the following major items:

The Base Bid includes construction of Green Stormwater Infrastructure (GSI) elements at two sites:

**Lions Park GSI Retrofits:** Includes construction of an approximately 10,000 square foot submerged gravel wetland and appurtenant items at Location A of Lions Park, and approximately 2,000 square foot bioswale and appurtenant items at Location B of Lions Park, as shown in the Lions Park GSI Retrofits drawings.

**Levister Court GSI Retrofit:** The Base Bid also includes construction of an approximately 500 square foot bump-out bioretention with a tree well, suspended pavement system, and appurtenant items in the ROW at Levister Court, as shown in the GSI to Mitigate Stormwater and Urban Heat Effects drawings

There are two Add Alternate Bids for the project:

**Crest Road GSI Retrofit Alternate No. 1:** Installation of a 1,200 square foot bump-out bioretention system in the ROW of Crest Road, as shown in the GSI to Mitigate Stormwater and Urban Heat Effects drawings Alternate No. 1 – Crest Road with Open Cut Underdrain includes installation of 95 LF of underdrain (65 LF of 4-inch PVC and 30 LF of ductile iron) with open cut and appurtenant items.

**Crest Road GSI Retrofit Alternate No. 2:** Installation of a 1,200 square foot bump-out bioretention system in the ROW of Crest Road, as shown in the GSI to Mitigate Stormwater and Urban Heat Effects drawings Alternate No. 2 – Crest Road with Bored Underdrain includes installation of 95 LF of underdrain (65 LF of 4-inch PVC and 30 LF of ductile iron) via jack and bore.

Complete Bidding Documents may be obtained from Duncan Parnell's bidroom at <https://bidroom.duncan-parnell.com/>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda will only be notified to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. The Owner and Engineer will NOT be responsible for copies of the bid documents obtained from sources other than Duncan Parnell. If you need any assistance ordering or getting registered on <https://bidroom.duncan-parnell.com/> please contact Michaela Bruinius at [constech@duncan-parnell.com](mailto:constech@duncan-parnell.com) or 704-526-1856. For additional information, please contact Erik Mayr of the City's Stormwater Management Division by email at [erik.mayr@raleighnc.gov](mailto:erik.mayr@raleighnc.gov) or by calling 919-996-4077.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services; Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.

Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.

City of Raleigh

Mary-Ann Baldwin, Mayor

END OF DOCUMENT

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 – DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and which registers plan holders.



## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement For Bids may be obtained by registering with the Issuing Office as identified in the advertisement.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.
- 2.4 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.5 *Electronic Documents*
  - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
    1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
  - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.1 Bidders are notified that relevant Articles of Chapter 87 of the General Statutes of North Carolina, will be observed in receiving and awarding contracts. Bidders for this Project must be properly licensed for the Work.

- 3.2 To demonstrate Bidder's qualifications to perform the Work prior to award, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state contractor license number.
  - C. Official name of Bidder and length of time the organization has been in business under present name.
  - D. Address, phone and fax numbers of main place of business. Address and phone numbers of company office that will manage the Project if different than above.
  - E. Officers of the company. Name and resume of designated project manager and field superintendent. Number of regular employees of the organization.
  - F. Latest financial statement showing assets and liabilities of the company.
  - G. Name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
  - H. Listing of completed projects of similar size and type in the last 5 years. Provide name and phone number of project owner representative.
  - I. Existing work commitments.
  - J. List of work to be subcontracted. Name and addresses of subcontractors.
  - K. Names and addresses of major material Suppliers.
  - L. Statement that bidder is capable of completing the project within the stated time.
  - M. Safety record of company for the last 5 years showing any violations, etc.
  - N. List of all claims/resolutions/final judgements for the last 10 years.
  - O. Failure or refusal to furnish information requested shall constitute a basis for disqualification of Bidder and the withholding of the Bid Bond.
- 3.3 The apparent Low Bidder shall submit within 72 hours of the Bid Date the following Affidavits:
- A. Affidavit C, Portion of the Work to be Performed by Certified MWBE Businesses.
  - B. Affidavit D, Good Faith Efforts.
  - C. Failure or refusal to furnish information requested shall constitute a basis for disqualification of Bidder and the withholding of the Bid Bond.

- 3.4 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

4.1 *Geotechnical Baseline Report/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Data Report (GDR).*

- A. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
- B. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
- C. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- D. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

4.2 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
  - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
  - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner 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 as provided in Paragraph 5.03 of the General Conditions has been identified and established in Paragraph 5.03 of the Supplementary 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.

4.3 *Underground Facilities*

- A. 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 Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- 4.4 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 subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition 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 Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.
- 4.5 ~~On request, Owner 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.~~
- 4.5 Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner 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.
- 4.6 Paragraph 7.13.G of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.7 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents, including any Addenda;
  - B. 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;
  - C. 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;
  - D. Carefully study 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 Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data;
  - E. Consider 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 any

specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. 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 required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific sequences 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 performing and furnishing the Work.

## **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.1 A non-mandatory Pre-Bid Conference will be held at **11 AM on October 3, 2024, at the Lions Park Community Center at 516 Dennis Avenue, Raleigh, NC, 27601**. Representatives of Owner and Engineer 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 Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.1 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. The Owner has obtained the temporary easements shown for construction and limited staging and laydown area as indicated on the Drawings; however, 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 Contractor with agreements being in writing and a copy of the agreement provided to the City. All permits, regulatory approvals and fees associated with obtaining the additional area shall be the full responsibility of the Contractor.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing only. Interpretations or clarifications considered necessary by Engineer, in response to such questions, will be issued by Addenda to all plan holders registered with the Issuing Office. Questions received less than 7 working 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 will be without legal effect. Engineer's email address is jason.wright@tetrattech.com.
- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.3 Submittal with questions shall include the project name, City Bid Number, the person's name submitting the question, firm, telephone number, and email address.
- 7.4 Addenda, when issued, will be posted to the NC electronic Vending Portal (eVP) at least 24 hours before Bids are opened. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

## **ARTICLE 8 – BID SECURITY**

- 8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternatives) and in the form of a certified check, bank money order, or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 6.01 of the General Conditions.
- 8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of 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 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the end of the Bid holding period, whereupon Bid security furnished by such Bidders will be returned.
- 8.3 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

- 9.1 The number of days within which, or the dates by which, the Work is to be substantially completed, ready for final payment, and Milestones (if any) are set forth in Section 00520, Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.1 Provisions for liquidated damages, if any, are set forth in Section 00520, Agreement.

## **ARTICLE 11 – “OR-EQUAL” ITEMS**

- 11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed “or-equal” item. No item of material or equipment will be considered by Engineer as an “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer within [10] days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request shall conform to the requirements of Paragraph 7.05 and 7.06 of the General Conditions and related Supplementary Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

Applications for review of “or-equals” materials or equipment shall be by Bidders only.

- 11.2 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” requests are made at Bidder’s sole risk.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner 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 days after Bid opening submit to Owner 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 Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.2 If apparent Successful Bidder declines to make any such substitution, Owner may declare the Bid as non-responsive and 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 for forfeiture of the Bid security of any Bidder. Any

Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.07 of the General Conditions.

- 12.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.4 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in Supplementary Conditions 7.07.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.1 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Issuing Office. To bid the project the Bidder should be registered with the Issuing Office.
- 13.2 All blanks on the Bid Form shall be completed in ink and the Bid Form 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 item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered. Bid forms shall not be conditional, limited, or restricted in any way.
- 13.3 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. The corporate address and state of incorporation shall be shown.
- 13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member 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.
- 13.6 A Bid by an individual shall show the Bidder’s name and official address.
- 13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.8 All names shall be printed in ink below the signatures.
- 13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.



## **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

### **14.1 *Lump Sum***

- A. When the Bid Form is set up for Lump Sum bidding, Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- A. When the Bid Form includes Alternate(s), Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, Alternate(s) will be considered by the Owner as described in Section 01 23 00, Alternates.

### **14.2 *Unit Price***

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. 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 13.03 of the General Conditions.
- C. 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.
- D. When the Bid Form includes Alternate(s), Bidder shall submit a Bid on a unit price basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- E. In the comparison of Bids, Alternate(s) will be considered by the Owner as described in Section 01 23 00, Alternates.

### **14.3 *Allowances***

- A. When the Bid Form includes cash allowances, the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

## **ARTICLE 15 – SUBMITTAL OF BID**

- 15.1 The Owner, at the location and time indicated in the Advertisement for Bids, will receive sealed Bids. Bids received after the indicated time and date shall not be considered.
- 15.2 With each copy of the Bidding Documents, a Bidder may be furnished one separate unbound copy of the Bid Form and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and all attachments as outlined in Article 8 of the

Bid Form. The complete list of required bid documents can also be found in the attached Bidder's Checklist. The completed checklist shall be the first page of all bids submitted.

- 15.3 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement For Bids and shall be enclosed in a plainly marked package with the Project title, City Bid Number, and project name as applicable, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Erik Mayr, One Exchange Plaza Building, Attn: Erik Mayr, Raleigh Stormwater, 1 Exchange Plaza, 7<sup>th</sup> Floor, Room 706, Raleigh NC, 27601.
- 15.4 The Bidder shall be fully responsible for timely delivery at the location designated for receipt of the Bids.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Modifications shall indicate only the amount to be added to or deducted from the Bidder's Bid amount as submitted on the Bid Form.
- 16.2 No bid may be withdrawn after the Bid opening for a period of time as indicated in the Bid Form except in accordance with the provisions of N.C. General Statutes 143-129.1.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.1 Bids will be opened at the time and place indicated in the Advertisement For Bids and, unless obviously non-responsive, 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.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder when the lowest responsible Bid is in excess of the funds available.
- 19.2 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 that 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.

- 19.3 In evaluating Bids, Owner 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.
- 19.4 In evaluating Bidders, Owner 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, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.6 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.7 In determining the lowest responsible Bidder, Owner may take into consideration the past performance of Bidder on construction contracts with particular concern given to completion times, quality of work, safety record, cooperation with other contractors, and cooperation with owner.
- 19.8 In determining the responsive Bidder, Owner shall take into consideration bidder's compliance with the requirements of G.S. 143-128.2(c). Failure of the low bidder to furnish affidavit(s) and documentation as required by the Bid Form for compliance with G.S. 143-128.2(c) may constitute a basis for disqualification of the Bid.
- 19.9 Owner reserves the right to reject Bid as non-responsible if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work described therein.
- 19.10 Should the Owner adjudge that the apparent low Bidder is not the lowest responsible Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid security shall be returned.
- 19.11 If the Contract is to be awarded, the Owner reserves the right to award contracts to the lowest responsive, responsible bidder in the manner described above.

## **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.1 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.1 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 consecutive calendar days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 90 consecutive calendar days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.
- 21.2 In case of failure of Owner to execute the Agreement in the appropriate time, Bidder shall have the right to withdraw bid.
- 21.3 In case of failure of Bidder to execute the Agreement, Owner may at his option consider the Bidder in default, in which case Bid security accompanying Bid shall be retained by the Owner.
- 21.4 Applicable laws, ordinances, and the rules and regulations of authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

#### **ARTICLE 22 – SALES AND USE TAX**

- 22.1 The Owner is exempt from sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid Refer to Paragraph 7.10 of the Supplementary Conditions for additional information.

END OF DOCUMENT

## BIDDER'S CHECKLIST

**This checklist shall be included as the first page of the submitted bidding documents. As outlined in Article 7 of the Bid Form section, the following items shall be included with the fully executed Section 00410 Bid Form:**

	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
	B.1.	Acknowledgement of MWBE Policy
	B.2.	Identification of Certified MWBE Participation
	B.3.	Affidavit A, Listing of Good Faith Effort; or Affidavit B, Intent to Perform Contract with Own Workforce
	C.	Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement
	D.	City of Raleigh – Contractor's Poor Performance Policy
	E.	Non-Collusive Affidavit
	F.	Notice to Contractor Regarding Intrusions Beyond Project Limits
	G.	Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license)

## BID FORM

PROJECT: Lions Park GSI and Urban Heat Island GSI Retrofits

CITY BID NO.: 274-SM-2023-0009

BID FROM: \_\_\_\_\_

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### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

One Exchange Plaza Building  
Attn: Erik Mayr, Raleigh Stormwater  
1 Exchange Plaza  
7<sup>th</sup> Floor, Room 706  
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 - 5.03 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. N/A.

B. N/A.

C. Lump Sum for the following Work Items (See Bid Schedule in 5.01 E.):

1. <b>Lions Park GSI Retrofits</b>	\$
2. <b>Levister Court GSI Retrofit</b>	\$
<b>The Total Contract for the Base Bid Lump Sum Price of:</b>	\$

D. For the following Alternate(s) which will be considered by the Owner as described in Section 01 23 00, Alternates (See 5.01 F):

1. <b>Crest Road GSI Retrofit Alternate No. 1</b>	\$
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<b>2. Crest Road GSI Retrofit Alternate No. 2</b>
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<b>\$</b>
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**THIS AREA INTENTIONALLY LEFT BLANK**

E. 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.

1. The inclusion of Applicable Detail, Specification Section, and 01 22 00 Pay Item Paragraph in the Bid Schedule shall not limit applicability of all relevant sections of the Contract Documents to the specific bid item. Contractor shall be responsible for compliance with all Contract Document provisions which are relevant to each bid item.

**UNIT PRICE BID SCHEDULE – LIONS PARK GSI RETROFITS**

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>Contract and Project Mobilization</b>								
1.	Mobilization	N/A	N/A	2.01	LS	1.0		
<b>Site Preparation and Demolition</b>								
2.	Standard Tree Protection Fencing	TPP-01	31 11 00	2.02	LF	533.0		
3.	Clearing and Grubbing	N/A	31 11 00	2.03	SY	3,273.0		
4.	Selective Tree Removal (12" - less than 24" in diameter)	N/A	31 11 00	2.04	EA	3.0		
5.	Selective Tree Removal (24"- less than 36" in diameter)	N/A	31 11 00	2.04	EA	2.0		
6.	Tree Stump Removal (12" - less than 24" in diameter)	N/A	31 13 13	2.05	EA	3.0		
7.	Tree Stump Removal (24"- less than 36" in diameter)	N/A	31 13 13	2.05	EA	2.0		
8.	Remove Asphalt Pavement	N/A	02 41 00	2.06	SY	39.0		
9.	Remove Timber Curb	N/A	N/A	2.10	LF	83.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
10.	Remove Pipe (15" to 18" Diameter)	N/A	02 41 00	2.11	LF	50.0		
11.	Remove Pipe (24" to 30" Diameter)	N/A	02 41 00	2.11	LF	125.0		
12.	Remove Storm Structure (0' to 6' deep)	N/A	02 41 00	2.12	EA	1.0		
<b>Erosion and Sediment Control</b>								
13.	Standard Temporary (Sediment / Silt) Silt Fence	SW-20.01	31 25 00	2.17	LF	511.0		
14.	Rock Pipe Inlet Protection	SW-20.06	31 25 00	2.13	EA	1.0		
15.	Construction Entrance / Vehicle Storage Area	SW-20.09, SW-20.10	31 25 00	2.14	EA	2.0		
16.	Wattle / Inlet Protection	SW-20.23	31 25 00	2.15	EA	2.0		
17.	Under Construction Pipe Inlet Protection	SW-20.27	31 25 00	2.16	EA	1.0		
<b>Stone and Rip Rap</b>								
18.	NCDOT Class B Rip Rap	SW-20.12	31 25 00	2.18	TN	63.0		
<b>Excavation, Grading, and Earthwork</b>								
19.	Comprehensive Grading	N/A	31 05 00	2.19	LS	1.0		
<b>Stormwater Drainage Structures and Closed Conduits</b>								
20.	Concrete Catch Basin (0' to 6' deep) - NCDOT 840.04	NCDOT 840.04, LP CD101-6	NCDOT Section 840 / 33 42 33	2.20	EA	1.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
21.	Manhole Ring and Cover - NCDOT 840.55 OTCB	LP CD102-6	NCDOT Section 840 / 33 42 33	2.20	EA	1.0		
22.	18" diameter RC Pipe (0' to 6' deep)	SW-10.14	33 42 11	2.26	LF	27.0		
23.	24" diameter RC Pipe (0' to 6' deep)	SW-10.14	33 42 11	2.26	LF	38.0		
24.	24" diameter RC Flared End Section	N/A	N/A	2.27	EA	1.0		
25.	Concrete Weir (6-inch, 25-ft)	N/A	N/A	2.23	EA	1.0		
<b>Storm System Cleaning</b>								
26.	Storm System Cleaning (15" to 18" Diameter)	N/A	33 41 01 / 33 41 02	2.28	LF	62.0		
27.	Storm System Cleaning (24" to 36" Diameter)	N/A	33 41 01 / 33 41 02	2.28	LF	54.0		
<b>Traffic Control</b>								
28.	Traffic Control	N/A	01 50 00	2.42	LS	1.0		
<b>Asphalt/Concrete</b>								
29.	Asphalt Pavement Patch	T-10.05.1	32 10 00	2.43	TN	5.0		
30.	30" Curb and Gutter	T-10.26.1, GSI-03.1, UHI CD101-3	32 10 00	2.46	LF	117.0		
<b>Green Stormwater Infrastructure and Stormwater Control Measures</b>								
31.	Bioretention Media	N/A	33 46 70	2.29	CY	88.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
32.	6" Perforated PVC Underdrain Pipe	GSI-07.1, GSI-07.2	33 46 71	2.30	LF	177.0		
33.	6" Solid PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	10.0		
34.	4" or 6" PVC Underdrain Cleanout (Non-Paved)	N/A	33 46 71	2.32	EA	7.0		
35.	Washed Coarse Sand	N/A	33 46 72 / 33 46 20	2.33	TN	153.0		
36.	Washed Choking Layer Stone (#78)	N/A	NCDOT Section 1005 / 33 46 72 / 33 46 20	2.34	TN	88.0		
37.	Washed Drainage Layer Stone (#57)	N/A	33 46 72 / 33 46 20	2.35	TN	264.0		
38.	Synthetic Liner	N/A	33 46 74	2.36	SY	792.0		
39.	SCM Vegetation - Plug	N/A	33 46 76	2.37	EA	1,730.0		
40.	SCM Sod	N/A	33 46 76	2.38	SY	1,265.0		
41.	SCM Mulch	N/A	33 46 77 / 32 93 00	2.39	CY	48.0		
42.	SCM Vegetation – Container Plants (1 gallon)	N/A	33 46 76	2.37	EA	43.0		
43.	SCM Vegetation – Container Plants (2 gallons)	N/A	33 46 76	2.37	EA	27.0		
44.	SCM Tree Plantings	UHI CD101-2, TPP-03	33 46 76	2.24	EA	5.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>Miscellaneous</b>								
45.	Concrete Pad and Benches	GW-50.02	32 01 30	2.55	EA	2.0		
46.	Project Video and Photographs	N/A	01 11 00 / 01 33 00 / 31 05 00 / 31 23 34	2.49	LS	1.0		
47.	Closed Circuit Television Footage and Reports	N/A	33 41 02	2.54	LF	65.0		
48.	Material Testing Allowance	N/A	33 41 03	2.50	LS	1.0	<b>\$5,000</b>	
49.	As-Built Survey	N/A	01 78 39	2.53	LS	1.0		
50.	Utilities Allowance	N/A	01 11 00	2.49	LS	1.0	<b>\$20,000</b>	
51.	Owner's Contingency (10% of subtotal excluding mobilization)	N/A	01 22 00	2.57	LS	1.0		

**TOTAL LIONS PARK GSI RETROFIT BID PRICE (Sum of Items 1 through 51) \$\_\_\_\_\_**

**UNIT PRICE BID SCHEDULE – LEVISTER COURT GSI RETROFIT**

<b>Item No.</b>	<b>Description</b>	<b>Applicable Detail</b>	<b>Specification Section</b>	<b>01 22 00 Pay Items Paragraph</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Extended Bid Price</b>
<b>Contract and Project Mobilization</b>								
1.	Mobilization	N/A	N/A	2.01	LS	1.0		
<b>Site Preparation and Demolition</b>								
2.	Clearing and Grubbing	N/A	31 11 00	2.03	SY	235.0		
3.	Selective Tree Removal (6" - less than 12" in diameter)	N/A	31 11 00	2.04	EA	1.0		
4.	Tree Stump Removal (6" - less than 12" in diameter)	N/A	31 13 13	2.05	EA	2.0		
5.	Remove Asphalt Pavement	N/A	02 41 00	2.06	SY	15.0		
6.	Remove Concrete Sidewalk	N/A	02 41 00	2.07	SY	25.0		
7.	Remove Concrete Curb and Gutter	N/A	02 41 00	2.09	LF	27.0		
<b>Erosion and Sediment Control</b>								
8.	Standard Temporary (Sediment / Silt) Silt Fence	SW-20.01	31 25 00	2.17	LF	59.0		
9.	Construction Entrance / Vehicle Storage Area	SW-20.09, SW-20.10	31 25 00	2.14	EA	1.0		
10.	Wattle / Inlet Protection	SW-20.23	31 25 00	2.15	EA	1.0		
<b>Excavation, Grading, and Earthwork</b>								
11.	Comprehensive Grading	N/A	31 05 00	2.19	LS	1.0		
<b>Traffic Control</b>								
12.	Traffic Control	N/A	01 50 00	2.42	LS	1.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>Asphalt/Concrete</b>								
13.	Asphalt Pavement Patch	T-10.05.1	32 10 00	2.43	TN	1.6		
14.	Concrete Sidewalk	T-30.01	32 10 00	2.45	SY	25.0		
15.	30" Curb and Gutter	T-10.26.1, GSI-03.1, UHI CD101-3	32 10 00	2.46	LF	27.0		
<b>Fencing</b>								
16.	Remove, Store, and Reset Metal Fence	N/A	31 11 00	2.47	LF	75.0		
17.	Metal Handrail	TPP-03, TPP-07	N/A	2.48	LF	15.0		
<b>Green Stormwater Infrastructure and Stormwater Control Measures</b>								
18.	Bioretention Media	N/A	33 46 70	2.29	CY	49.0		
19.	4" Perforated PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	50.0		
20.	4" Solid PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	4.0		
21.	4" or 6" PVC Underdrain Cleanout (Non-Paved)	N/A	33 46 71	2.32	EA	2.0		
22.	Washed Coarse Sand	N/A	33 46 72 / 33 46 20	2.33	TN	5.0		
23.	Washed Choking Layer Stone (#78)	N/A	NCDOT Section 1005 / 33 46 72 / 33 46 20	2.34	TN	4.0		



Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
24.	Washed Drainage Layer Stone (#57)	N/A	33 46 72	2.35	TN	22.0		
25.	Synthetic Liner	N/A	33 46 74	2.36	SY	64.0		
26.	SCM Vegetation - Plug	N/A	33 46 76	2.37	EA	30.0		
27.	SCM Sod	N/A	33 46 76	2.38	SY	63.0		
28.	SCM Mulch	N/A	33 46 77 / 32 93 00	2.39	CY	1.0		
29.	Suspended Pavement System	N/A	32 94 51 / 32 94 56	2.40	CF	672.0		
30.	SCM Tree Plantings	UHI CD101-2, TPP-03	33 46 76	2.24	EA	2.0		
<b>Miscellaneous</b>								
31.	Project Video and Photographs	N/A	01 11 00 / 01 33 00 / 31 05 00 / 31 23 34	2.49	LS	1.0		
32.	Material Testing Allowance	N/A	33 41 03	2.50	LS	1.0	<b>\$5,000</b>	
33.	As-Built Survey	N/A	01 78 39	2.53	LS	1.0		
34.	Reflective Metal Sign – NCDOT Standard Type 3 Object Marker	N/A	N/A	2.56	EA	2.0		
35.	Owner's Contingency (10% of subtotal excluding mobilization)	N/A	01 22 00	2.57	LS	1.0		

**TOTAL LEVISTER COURT GSI RETROFIT BID PRICE (Sum of Items 1 through 35) \$\_\_\_\_\_**

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F. For the following Alternate(s) which will be considered by the Owner as described in Section 01 23 00, Alternates:

1. The inclusion of Applicable Detail, Specification Section, and 01 22 00 Pay Item Paragraph in the Bid Schedule shall not limit applicability of all relevant sections of the Contract Documents to the specific bid item. Contractor shall be responsible for compliance with all Contract Document provisions which are relevant to each bid item.

**UNIT PRICE BID SCHEDULE – CREST ROAD GSI RETROFIT ALTERNATE NO. 1**

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>Contract and Project Mobilization</b>								
1.	Mobilization	N/A	N/A	2.01	LS	1.0		
<b>Site Preparation and Demolition</b>								
2.	Standard Tree Protection Fencing	TPP-01	31 11 00	2.02	LF	280.0		
3.	Clearing and Grubbing	N/A	31 11 00	2.03	SY	559.0		
4.	Selective Tree Removal (6" - less than 12" in diameter)	N/A	31 11 00	2.04	EA	3.0		
5.	Tree Stump Removal (6" - less than 12" in diameter)	N/A	31 13 13	2.05	EA	3.0		
6.	Remove Asphalt Pavement	N/A	02 41 00	2.06	SY	74.0		
7.	Remove Concrete Curb and Gutter	N/A	02 41 00	2.09	LF	78.0		
<b>Erosion and Sediment Control</b>								

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
8.	Standard Temporary (Sediment / Silt) Silt Fence	SW-20.01	31 25 00	2.17	LF	78.0		
9.	Construction Entrance / Vehicle Storage Area	SW-20.09, SW-20.10	31 25 00	2.14	EA	1.0		
<b>Excavation, Grading, and Earthwork</b>								
10.	Comprehensive Grading	N/A	31 05 00	2.19	LS	1.0		
<b>Stormwater Drainage Structures and Closed Conduits</b>								
11.	Standard Junction Box (0' to 6' deep)	UHI CD101-1	04 05 13 / 33 42 33	2.21	EA	1.0		
12.	Premanufactured Curb Drain Structure	UHI CD102-1, Manufacturer	Manufacturer	2.22	EA	1.0		
13.	Check Dam (15-ft wide)	GSI-11.1	N/A	2.24	EA	3.0		
<b>Water and Sanitary Sewer</b>								
14.	Relocate, Maintain Service, and Reset Water Meter	W-26, W-27, W-33	RW 33 14 13	2.41	EA	1.0		
<b>Traffic Control</b>								
15.	Traffic Control	N/A	01 50 00	2.42	LS	1.0		
<b>Asphalt/Concrete</b>								
16.	Asphalt Pavement Patch	T-10.05.1	32 10 00	2.43	TN	3.0		
17.	30" Curb and Gutter	T-10.26.1, GSI-03.1, UHI CD101-3	32 10 00	2.46	LF	88.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
<b>Green Stormwater Infrastructure and Stormwater Control Measures</b>								
18.	Bioretention Media	N/A	33 46 70	2.29	CY	119.0		
19.	4" Perforated PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	70.0		
20.	4" DI Underdrain Pipe	N/A	33 46 71	2.30	LF	30.0		
21.	4" or 6" PVC Underdrain Cleanout (Non-Paved)	N/A	33 46 71	2.32	EA	4.0		
22.	Washed Coarse Sand	N/A	33 46 72 / 33 46 20	2.33	TN	10.0		
23.	Washed Choking Layer Stone (#78)	N/A	NCDOT Section 1005 / 33 46 72 / 33 46 20	2.34	TN	9.0		
24.	Washed Drainage Layer Stone (#57)	N/A	33 46 72	2.35	TN	52.0		
25.	Synthetic Liner	N/A	33 46 74	2.36	SY	172.0		
26.	SCM Vegetation - Plug	N/A	33 46 76	2.37	EA	1,000.0		
27.	SCM Sod	N/A	33 46 76	2.38	SY	80.0		
28.	SCM Mulch	N/A	33 46 77 / 32 93 00	2.39	CY	10.0		
29.	SCM Tree Plantings	UHI CD101-2, TPP-03	33 46 76	2.24	EA	4.0		
<b>Miscellaneous</b>								

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
30.	Project Video and Photographs	N/A	01 11 00 / 01 33 00 / 31 05 00 / 31 23 34	2.49	LS	1.0		
31.	Material Testing Allowance	N/A	33 41 03	2.50	LS	1.0	<b>\$5,000</b>	
32.	As-Built Survey	N/A	01 78 39	2.53	LS	1.0		
33.	Reflective Metal Sign – NCDOT Standard Type 3 Object Marker	N/A	N/A	2.56	EA	2.0		
34.	Remove Concrete Driveway Apron	N/A	02 41 00	2.08	SY	8.0		
35.	Concrete Driveway Apron	T-10.01.1, T-10.01.2	32 10 00	2.44	SY	8.0		
36.	4" Solid PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	65.0		
37.	Owner's Contingency (10% of subtotal excluding mobilization)	N/A	01 22 00	2.57	LS	1.0		

**TOTAL CREST ROAD GSI RETROFIT ALTERNATE NO. 1 BID PRICE (Sum of Items 1 through 37) \$\_\_\_\_\_**

**UNIT PRICE BID SCHEDULE – CREST ROAD GSI RETROFIT ALTERNATE NO. 2**

<b>Item No.</b>	<b>Description</b>	<b>Applicable Detail</b>	<b>Specification Section</b>	<b>01 22 00 Pay Items Paragraph</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Extended Bid Price</b>
<b>Contract and Project Mobilization</b>								
1.	Mobilization	N/A	N/A	2.01	LS	1.0		
<b>Site Preparation and Demolition</b>								
2.	Standard Tree Protection Fencing	TPP-01	31 11 00	2.02	LF	280.0		
3.	Clearing and Grubbing	N/A	31 11 00	2.03	SY	559.0		
4.	Selective Tree Removal (6" - less than 12" in diameter)	N/A	31 11 00	2.04	EA	3.0		
5.	Tree Stump Removal (6" - less than 12" in diameter)	N/A	31 13 13	2.05	EA	3.0		
6.	Remove Asphalt Pavement	N/A	02 41 00	2.06	SY	74.0		
7.	Remove Concrete Curb and Gutter	N/A	02 41 00	2.09	LF	78.0		
<b>Erosion and Sediment Control</b>								
8.	Standard Temporary (Sediment / Silt) Silt Fence	SW-20.01	31 25 00	2.17	LF	78.0		
9.	Construction Entrance / Vehicle Storage Area	SW-20.09, SW-20.10	31 25 00	2.14	EA	1.0		
<b>Excavation, Grading, and Earthwork</b>								
10.	Comprehensive Grading	N/A	31 05 00	2.19	LS	1.0		
<b>Stormwater Drainage Structures and Closed Conduits</b>								
11.	Standard Junction Box (0' to 6' deep)	UHI CD101-1	04 05 13 / 33 42 33	2.21	EA	1.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
12.	Premanufactured Curb Drain Structure	UHI CD102-1, Manufacturer	Manufacturer	2.22	EA	1.0		
13.	Check Dam (15-ft wide)	GSI-11.1	N/A	2.24	EA	3.0		
<b>Water and Sanitary Sewer</b>								
14.	Relocate, Maintain Service, and Reset Water Meter	W-26, W-27, W-33	RW 33 14 13	2.41	EA	1.0		
<b>Traffic Control</b>								
15.	Traffic Control	N/A	01 50 00	2.42	LS	1.0		
<b>Asphalt/Concrete</b>								
16.	Asphalt Pavement Patch	T-10.05.1	32 10 00	2.43	TN	3.0		
17.	30" Curb and Gutter	T-10.26.1, GSI-03.1, UHI CD101-3	32 10 00	2.46	LF	88.0		
<b>Green Stormwater Infrastructure and Stormwater Control Measures</b>								
18.	Bioretention Media	N/A	33 46 70	2.29	CY	119.0		
19.	4" Perforated PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	70.0		
20.	4" DI Underdrain Pipe	N/A	33 46 71	2.30	LF	30.0		
21.	4" or 6" PVC Underdrain Cleanout (Non-Paved)	N/A	33 46 71	2.32	EA	4.0		
22.	Washed Coarse Sand	N/A	33 46 72 / 33 46 20	2.33	TN	10.0		



Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
23.	Washed Choking Layer Stone (#78)	N/A	NCDOT Section 1005 / 33 46 72 / 33 46 20	2.34	TN	9.0		
24.	Washed Drainage Layer Stone (#57)	N/A	33 46 72	2.35	TN	52.0		
25.	Synthetic Liner	N/A	33 46 74	2.36	SY	172.0		
26.	SCM Vegetation - Plug	N/A	33 46 76	2.37	EA	1,000.0		
27.	SCM Sod	N/A	33 46 76	2.38	SY	80.0		
28.	SCM Mulch	N/A	33 46 77 / 32 93 00	2.39	CY	10.0		
29.	SCM Tree Plantings	UHI CD101-2, TPP-03	33 46 76	2.24	EA	4.0		
<b>Miscellaneous</b>								
30.	Project Video and Photographs	N/A	01 11 00 / 01 33 00 / 31 05 00 / 31 23 34	2.49	LS	1.0		
31.	Material Testing Allowance	N/A	33 41 03	2.50	LS	1.0	<b>\$5,000</b>	
32.	As-Built Survey	N/A	01 78 39	2.53	LS	1.0		
33.	Reflective Metal Sign – NCDOT Standard Type 3 Object Marker	N/A	N/A	2.56	EA	2.0		
34.	Jack and Bore	N/A	33 05 07.23	2.31	LF	65.0		
35.	4" Solid PVC Underdrain Pipe	N/A	33 46 71	2.30	LF	65.0		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
36.	Owner's Contingency (10% of subtotal excluding mobilization)	N/A	01 22 00	2.57	LS	1.0		

**TOTAL CREST ROAD GSI RETROFIT ALTERNATE NO. 2 BID PRICE (Sum of Items 1 through 36) \$\_\_\_\_\_**

- 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.
General	_____	_____
	Name	License No.

- 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 Stormwater Program Manager 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 30 work 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 240 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 270 calendar days after the date when the Contract Times commence to run. If the Owner awards the Add Alternate Bid, an additional 80 consecutive calendar days will be added to the Base Bid substantial and final completion periods for a total of 320 consecutive calendar days for substantial completion and 350 for final completion.
- 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
  - A. The following principal events shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within days indicated below after the date of mobilization at each site (Lions Park Location A, Lions Park Location B, Levister Court, and Crest Road). Written permission from the ENGINEER/OWNER is required to start mobilization at each site. In accordance with paragraph 6.02 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.

Milestone Event	Calendar Days from Mobilization
Final Infiltration Test of Bioretention Soil Media at Lions Park Location B, Levister Court, and Crest Road	80
Final Infiltration Test of Wetland Media at Lions Park Location A	80
Substantial Completion at Lions Park (Locations A & B)	180

## 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. Acknowledgement of MWBE Policy (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);
- H. Contractor Safety Evaluation Questionnaire and Safety Record Information (Appendix)

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): \_\_\_\_\_



## AGREEMENT

### **INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR CITY OF RALEIGH, NC AGREEMENTS**

#### **DO NOT REMOVE FROM AGREEMENT**

Please observe the following in executing the attached Contract:

1. The Owner may enter into an Agreement with three types of legal entities.
  - (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.
  - (b) Execution on behalf of a corporation should be by an authorized corporate officer, with a second corporate officer signing to attest, with the corporate seal affixed. An official other than a corporate officer should attach documentation of their authority to execute and bind the company.
  - (c) If the Agreement is with a partnership, a general partner may execute unless an authorized partner is designated to execute. Documentation of such authorization should be attached.
2. After signing the Agreement, the appropriate notary's acknowledgement, either in the corporate form or individual/partnership form should be completed.
3. The Performance and Payment Bonds should be attached to the Agreement package. They should be signed by the Contractor, and his signature should be acknowledged with the appropriate acknowledge form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.
4. The Agreement should not be dated, except by the last person executing the Agreement, normally the City Clerk.
5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement and as noted in Article 9.
6. Page 00510 -1: If present, complete the Acceptance of Notice section on this page.
7. Pages 00520-3 through 00520-13: Complete in entirety.
8. Section 00610, 00615, 00616, 00617, and 00618: Complete in entirety.

9. Section 00618: Certificate of Insurance, Article 5 of the General and Supplementary Conditions requires the Certificate of Insurance to have those named as Additional Insured in each policy issued.
10. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives. Direct Notice of Cancellation endorsement is to be attached to corresponding Certificates of Insurance. With regard to expiration, cancellation, reduction, restriction, or any other change, certificates shall state:

"Should any of the following described policies be canceled before expiration date or be due to expire within thirty (30) days, the insurer shall mail thirty (30) days prior written notice to named certificate holder."
11. Four copies of the Contract are sent to the Contractor. The original and duplicates should be signed and returned to the Owner for signature, after which two duplicates will be returned to the Contractor. One copy may be retained by the Contractor and the other is for the use of the Bonding Company(s).
12. Failure to fully complete all four sets of the Contract Documents will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT  
CITY PURCHASE ORDER NO. 274-SM-2023-00091**

THIS AGREEMENT is by and between The City of Raleigh (Owner) and [Contractor's Name] (Contractor).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

The Base Bid includes construction of an approximately 10,000 square foot submerged gravel wetland and appurtenant items at Location A of Lions Park, an approximately 2,000 square foot bioswale and appurtenant items at Location B of Lions Park, as shown in the Lions Park GSI Retrofits drawings. The Base Bid also includes construction of an approximately 500 square foot bump-out bioretention with a tree well, suspended pavement system, and appurtenant items in the ROW at Levister Court, as shown in the GSI to Mitigate Stormwater and Urban Heat Effects drawings. There are two Add Alternate Bids for the project, both of which include installation of a 1,200 square foot bump-out bioretention system in the ROW of Crest Road, as shown in the GSI to Mitigate Stormwater and Urban Heat Effects drawings. Alternate No. 1 – Crest Road with Open Cut Underdrain includes installation of 95 LF of underdrain (65 LF of 4-inch PVC and 30 LF of ductile iron) with open cut and appurtenant items. Alternate No. 2 – Crest Road with Bored Underdrain includes installation of 95 LF of underdrain (65 LF of 4-inch PVC and 30 LF of ductile iron) via jack and bore.

**ARTICLE 2 – THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Lion Park GSI and Urban Heat Island GSI Retrofits

**ARTICLE 3 – ENGINEER**

The Project has been designed by Tetra Tech Engineering, P.C. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The Owner may assign a Job Site Observer.

**ARTICLE 4 – CONTRACT TIMES**

**4.01 Time of the Essence**

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 after the date when the Contract Times commence to run.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 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 Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.04 Milestone Dates

- A. The following principal events shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within days indicated below after the date of mobilization at each site (Lions Park Location A, Lions Park Location B, Levister Court, and Crest Road). In accordance with paragraph 4.03 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.

Milestone Event	Consecutive Calendar Days	Liquidated Damages
-----------------	---------------------------	--------------------

	from Mobilization	
A. Final Infiltration Test of Bioretention Soil Media at Lions Park Location B, Levister Court, and Crest Road	80	\$1000
B. Final Infiltration Test of Wetland Media at Lions Park Location A	80	\$1000
C. Substantial Completion at Lions Park (Locations A & B)	180	\$1000

## ARTICLE 5 – CONTRACT PRICE

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

**The Contract Price shall not exceed the Total Contract amount of [insert written out Contract Price here] Dollars [\$insert Contract Price in numerical form here] unless changed by a duly authorized amendment or change order.**

A. N/A.

B. For the Lump Sum for the following work items:

A. \$ \_\_\_\_\_

B. \$ \_\_\_\_\_

The Total Contract for the Lump Sum Price of: \$ \_\_\_\_\_

C. For the following Alternates as selected by the Owner for inclusion in the Project as follows:

A. \$ \_\_\_\_\_

B. \$ \_\_\_\_\_

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

## **UNIT PRICE WORK**

**SEE SECTION 00410. "UNIT PRICE BID SCHEDULE" SHALL SERVE AS "UNIT PRICE WORK" TABLE**

**SEE SECTION 00410. "UNIT PRICE BID SCHEDULE – ALTERNATE 1" SHALL SERVE AS "UNIT PRICE WORK – ALTERNATE 1" TABLE**

**SEE SECTION 00410. "UNIT PRICE BID SCHEDULE – ALTERNATE 2" SHALL SERVE AS "UNIT PRICE WORK – ALTERNATE 2" TABLE**

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.05 of the General Conditions.

E. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated in the Supplementary Conditions but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions.

### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06 of the General Conditions.

## **ARTICLE 7 – INTEREST**

- 7.01 Once a Progress or Final Payment Application has been submitted by the contractor, recommended by the Engineer, and Approved by the Owner, if payment is not made, the Contractor will be due interest beginning on the 46<sup>th</sup> day following Owner acceptance at a

rate of 1% per month or fraction thereof in accordance with NC General Statute 143-134.1(a).

## **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

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

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 to 00520-9, inclusive).
2. Performance bond (pages 00610-1 to 00610-5, inclusive).
3. Payment bond (pages 00615-1 to 00615-6, inclusive).
4. Certificate of Owner's Attorney (page 00616)
5. Affidavit (page 00617)
6. Certificate of Insurance (pages 00618-1 to 00618-\_\_\_\_\_, inclusive).
7. General Conditions (pages 00700-1 to 00700-70, inclusive).
8. Supplementary Conditions (pages 00800-1 to 00800-42, inclusive).
9. Specifications as listed in the table of contents (pages 00010-1 to 00010-3) of the Project Manual.
10. Drawings consisting of 30 sheets with each sheet bearing the following general title:  
Lions Park GSI Retrofits or GSI to Mitigate Stormwater and UHI Effects.
11. Addenda as follows: N/A
12. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (Sections 00410, 00411, and 00430).
  - b. Documentation submitted by Contractor prior to Notice of Award (City of Raleigh Bid Documentation; Sections 00440, 00441, 00442, 00443, and 00444).
  - c. Notice of Award (Section 00510).
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (Section 00550).
  - b. Work Change Directives (Section 00940).
  - c. Change Orders (Section 00941).
  - d. Field Orders (Section 00942).
  - e. Warranty Bonds, if any.

#### B. The documents listed in Paragraph 9.01.A are attached to this Agreement (**except as expressly noted otherwise above**).



- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

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

### **10.03 Successors and Assigns**

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

### **10.04 Severability**

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

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Right to Audit Clause

- A. Contractor's, subcontractors' and sub-subcontractors' "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, subcontractors, and vendors.
- B. Such records shall include (hard copy, as well as computer readable data if it can be made available): written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in its sole discretion in connection with the Contractor's dealings with the City, including but not limited to:
  1. Compliance with Contract requirements for deliverables;
  2. Compliance with Construction Documents;
  3. Compliance with City's business ethics expectations;
  4. Compliance with Contract provisions regarding the pricing of Change Orders;
  5. Accuracy of Contractor representations regarding the pricing of invoices; or
  6. Accuracy of Contractor representations related to claims submitted by the Contractor or any of its payees.
- C. Contractor shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this Contract.
- D. City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to

discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

- E. If an audit, inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.
- F. The Contractor agrees to maintain all information pertaining to billing for services performed under this Contract in accordance with state law for public records. The Contractor shall afford the City access to these records for audit at such intervals as may be desired by the City. The Contractor shall also preserve the records for a period of three (3) years after Final Payment (or, alternatively, for a period of three years after termination of this Contract), or longer if required by law, during which time the City shall have access for audit purposes.
- G. The rights established under this section shall survive the expiration or termination of this Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment or subsequent amendment to this Contract or any of the other Contract Documents.

#### 10.07 Iran Divestment Act Certification

- A. Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

#### 10.08 E - Verify

- A. Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

#### 10.09 Companies Boycotting Israel Divestment Act Certification

- A. Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

#### 10.10 Applicability of North Carolina Public Records Law

- A. Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

THIS SPACE LEFT BLANK INTENTIONALLY

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

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

OWNER:

CONTRACTOR

**CITY OF RALEIGH, N.C.**

**\*\*Name of Contractor\*\***

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

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

Title: **City Manager or Authorized Designee**

Title: \_\_\_\_\_

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

Attest: **Louis Buonpane**

Attest: \_\_\_\_\_

Title: **City Clerk**

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

**City of Raleigh**

**222 W. Hargett Street**

**Raleigh, North Carolina 27601**

License No.: \_\_\_\_\_

THIS INSTRUMENT APPROVED AS TO FORM:

(Where applicable)

\_\_\_\_\_  
City Attorney

Agent for service of process:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, and thus shall attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE: If the Contractor is a Corporation, the legal name of the Corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the Corporation; if Contractor is a partnership, the true name of the firm shall be set forth above, together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a Corporation or a member of a partnership, a Power of Attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgement.

(PLEASE COMPLETE ACKNOWLEDGEMENTS)  
(CORPORATE ACKNOWLEDGEMENT)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
before me personally came \_\_\_\_\_, with whom I am personally  
acquainted, who, being by me duly sworn, says that \_\_\_he is the President and  
\_\_\_\_\_ is the Secretary of \_\_\_\_\_, the corporation  
described in and which executed the foregoing instrument: that (s)he knows the common seal of  
said corporation: that the seal affixed to the foregoing instrument is said common seal, and the  
name of the corporation was subscribed thereto by the said Secretary and the said corporate seal  
was affixed, all by order of the Board of Directors of said corporation, and that the said instrument  
is the act and deed of said corporation.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:  
\_\_\_\_\_

(CITY ACKNOWLEDGEMENT)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me  
personally came R, with whom I am personally acquainted, who, being by me duly sworn, says that  
he is the City Manager and Louis Buonpane is the City Clerk of the City of Raleigh, the municipal  
corporation described in and which executed the foregoing: that she knows the corporate seal of  
the said municipal corporation; that the name of the municipal corporation was subscribed thereto  
by the said City Clerk and that the said corporate seal was affixed, all by order of the governing  
body of said municipal corporation, and that the said instrument is the act and deed of said municipal  
corporation.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:  
\_\_\_\_\_

## NOTICE TO PROCEED

Owner: City of Raleigh Owner's Project No.: SM-2023-0009  
Engineer: Tetra Tech Engineering, P.C. Engineer's Project No.: 100-WTR-  
T43195  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
  
Project: Lions Park and UHI GSI Retrofits  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **(anticipated June, 2024)** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Insert number of days and dates.]**

The number of days to achieve Substantial Completion is **240** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **270** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: City of Raleigh  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Copy: Engineer