

ADDENDA

ADDENDUM NUMBER 1 (ONE)

DATE: August 21, 2023
PROJECT: Millbrook Exchange Park Stream Repairs Project
PROJECT NUMBER: SM 2023-0020
OWNER: City of Raleigh, North Carolina

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated August 7, 2023 with amendments and additions noted below.

Receipt of this Addendum must be acknowledged in the appropriate locations in the Contract Documents. Failure to do so may disqualify the Bidder.

This Addendum consists of the following:

- Pre-bid Meeting Summary
- Project Manual Holder List
- Sign-in sheet from Pre-Bid Meeting held 8/16/2023
- Updated Bid Form, Section 00410 dated August 21, 2023

PRE-BID MEETING SUMMARY ON WEDNESDAY, AUGUST 16th, 2023 AT 9AM :

**City of Raleigh
MILLBROOK EXCHANGE PARK – STREAM REPAIRS
PRE-BID MEETING
AUGUST 16, 2023 – 9:00 AM
MEETING MINUTES**

Project Name: Millbrook Exchange Park Stream Repairs Project

Project Number: SM 2023-0020

Date: August 16th, 2023

Time: 9:00 AM

Attendees:

Megan Walsh (COR)
Heather Dutra (COR)
Amy Farinelli (COR)
Kaitlin Karaffa (COR)
Alex Domiano (EPR)
Ellery Alkotob (EPR)
Bruce Hollis (White Oak Construction)
Doug Smith (Wildlands Construction)
Lloyd Glover (Land Mechanic Designs)
Andrew Kosydar (Dragonfly Pond Works)
Orion Harrel (Dragonfly Pond Works)
Ryan Bush (Dragonfly Pond Works)
Barbara Doll (Fluvial Solutions)
Holly Willard (BWI)
Robert Dukes (Shamrock)
Andrew Simansley (HGS, LLC (RES))
Brooke Wray (KBS Earthworks Inc.)

Agenda

- **Introductions**
- **Background:** The project is a stream restoration repair project located in Millbrook Exchange Park in Wake County. This repair effort will rebuild in-stream structures, install additional fill behind structures, and provide a planted floodplain bench to alleviate in channel stresses at higher flows.
- **Bid Documents:**
 - Posting: NC Electronic Vending Portal,
<https://evp.nc.gov/solicitations/details/?id=013b1ee3-1e35-ee11-bdf4-001dd8305eae>
 - Bidding Documents may be examined at Engineer's office and at: Ecosystem Planning and Restoration, 1150 S.E. Maynard Road, Suite 140, Cary, NC 27511.

- Complete Bidding Documents may be obtained from the Duncan Parnell Bidroom at <http://www.dpibidroom.com>
- Contract information includes: (1) Project Manual with appendices, (2) construction drawings
- See Bidder's Checklist in Section 00 409
- Compile Bid packages carefully.
- **Bid Opening:** Sealed Bids will be received until **11:00 AM, Thursday, September 7, 2023**, at One Exchange Plaza Building, 1 Exchange Plaza, 7th Floor, Room 706, Raleigh, NC 27601,
- 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 (**August 25, 2023**) 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 eperdue@eprusa.net
- Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- In order to receive e-mail notification of any addenda or clarifications, send an e-mail to Megan.Walsh@Raleighnc.gov notifying the City of your intent to bid on this project.
- **Bid Security:** 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.
- **Contract Times:**
 - 60 days to substantial completion
 - 75 days to Final Grading and Site Stabilization
 - **NOTE – These have been updated to 75 days and 90 days, respectively, with Addendum #1 date August 21, 2023**
- **Anticipated Notice To Proceed:** It is anticipated the NTP will be issued in mid-October
- **Plants (Section 32 93 00):** Plant warranty shall begin on the date of Substantial Completion of Landscaping and continue for a period of one (1) year.
- **Submittals**

- E-builder[®] will be used for submittals, pay applications, and Inspector Daily Reports (Engineer)

Pre-Bid Meeting Discussion and Walk-Through:

- Emmett Purdue at EPR is listed as the contact for the Engineering consultant.
 - Alex Domiano's information will be added to the contact list for EPR as well. Alex's email is adomiano@EPRUSA.NET
- Construction begins at the first structure where sediment has aggraded upstream as intended.
- Onsite boulders from existing structures will be used so offsite boulders will not need to be brought in. Stream structures will need to be keyed-in according to specifications.
- Floodplain benching will occur on only the downstream left side of the stream closest to Rainwater Road.
 - The project was designed to require as little tree removal as possible and was therefore designed so that construction equipment will only need to sit on one side of the stream.
- Fill material for the front slope and pool fill material will consist of on-sight alluvium, and cobble material for back slopes of the structures will need to be brought in from offsite.
- The project will reduce offsite tree removal by utilizing some removed trees for debris-jam structures.
- Some errors are present in the project manual document after attempting to reduce the file size. This will be fixed, and a corrected copy will be sent out with the addendum.
- The construction entrance is in the last half of the stream reach, close to the end of the project. It will be located in the same spot as the original project's construction entrance to reduce impacts.

General Questions

- Is it possible to view Plan and Bidding documents before purchasing them at Duncan & Parnell?
 - Bidding documents may be examined before purchasing at the engineer's office and Ecosystem Planning and Restoration, located at 1150 SE Maynard Rd. #140, Cary, NC 27511.
- How flexible is the Notice to Proceed date to begin construction (Mid-October)
 - The listed Notice to Proceed is an estimate of the earliest date it can be issued. There can be some flexibility in the start of construction as long as it remains reasonable for remaining in the successful planting season.
- Will there be Disadvantaged Business Enterprise requirements for the project?
 - The City has an aspirational goal of 15% of the total contract amount to be performed by MWBE businesses in contracts awarded by the City for: (i) construction and building projects of \$300,000 or more; and (ii) construction and building projects of \$100,000 or more that have any state funding. See section 00440, Information for Bidders Regarding Compliance with the City of Raleigh's MWBE Program
- Is offsite disposal of dirt included as a separate line item for bidding.
 - No, offsite dirt disposal is included in the Stream Channel Excavation/Grading line item.
- Does the City have an offsite location to dispose of excess dirt?
 - The City of Raleigh does not have a disposal location for excess dirt. The contractor will be responsible for finding a location.

- Will tree removal include removal of the rootball or just cutting flush to the ground?
 - Tree removal will include stump grinding with backfill and compaction to grade.
- Can removed trees be left onsite for floodplain complexity?
 - Some trees may be used for floodplain complexity to a reasonable amount. Some trees will need to be removed from the Site.
- Will there be CADD models to help with earthwork?
 - Yes, there are existing and proposed CADD files that may be provided to the contractors prior to construction.
- How strict are the 60 days to substantial completion and 75 days to final grading? Will the 60 days of substantial completion begin before or after Erosion and Sediment Control Measures are installed and inspected?
 - To account for setting up erosion control measures and tree protection fencing, the time to substantial completion and final grading has been pushed out to 75 and 90 calendar days respectively from the date of contract execution. Documented “bad weather delays”, days on which work could not be performed, will be added to the contract time.
 - See changes on the updated (August 21, 2023) Bid Form, Section 00410, Article 6
- Some of the text seems to be missing from the Project Manual, particularly the bid form. Will that be addressed?
 - Yes, it has come to our attention that the PDF of the Project Manual posted to the NC Electronic Vending Portal was missing text due attempts to reduce the file size. The full-sized August 7th, 2023 Project Manual PDF will be posted to a link https://eprusa-my.sharepoint.com/:f/g/personal/ebennett_eprusa_net/EhYJrwYXICRFk_OLCiX2l4QB_Efxcp0WU5dgRs1KjJHqabg?e=qs3jxW, to ensure readability. An updated bid form is attached to this document.

Attachments

- Project Manual Holder List
- Sign-in sheet from Pre-Bid Meeting held 8/16/2023
- Updated Bid Form, Section 00410 dated August 21, 2023



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Raleigh, NC - Millbrook Exchange Stream Repairs Project

[Place Order](#)

The Project consists generally of the following major items:
 The project is a stream restoration project located in Millbrook Exchange Park in Wake County. The channel had grade control structures installed in 2018, however due to lack of sediment supply and localized scour, the structures are now falling. This effort will stabilize these structures by installing additional fill left out of the previous design, while providing a floodplain bench to alleviate in channel stresses at higher flows.

Sorted By Company

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Click on the following links to sort by a category

[Company](#) | [CSI Codes](#) | [Contact Name](#) | [Date](#) | [Bid Category](#)

Plan Holder List for 'Raleigh, NC - Millbrook Exchange Stream Repairs Project'

Company Information	CSI Codes	Contact Information	Status Date Filled Date Returned	Delivery Method Tracking Number
Dragonfly Pond Works PO Box 1089 Apex, NC 27502	00002 - General Contractor	Andrew Kosydar Phone: (919) 851-0033 Fax: (919) 710-8286	Filled 08/07/2023	Download - N/A (Downloads or Other)
ES&J Enterprises, Inc. 1555 Holland Road Aurtryville, NC 28318	00002 - General Contractor	Sandra Williams Phone: (910) 567-6138 Fax: (910) 567-2891	Filled 08/08/2023	Download - N/A (Downloads or Other)
Fluvial Solutions, Inc. 512 Oakwood Ave. Raleigh, NC 27601	00002 - General Contractor	Peter Jelenevsky Phone: (919) 605-6134 Fax: (919) 821-4626	Filled 08/07/2023	Pickup - Raleigh, NC Office
HGS, LLC dba RES Environmental Operating Company, LLC 3600 Glenwood Avenue Suite 100 Raleigh, NC 27612	00002 - General Contractor	James Poe Phone: (336) 320-3849 Fax: (336) 320-3850	Filled 08/08/2023	Download - N/A (Downloads or Other)
KBS Earthworks Inc 5616 Coble Church Rd Julian, NC 27283	00002 - General Contractor	Chris Sizemore Phone: (336) 685-4339 Fax: (336) 685-4339	Filled 08/14/2023	Download - N/A (Downloads or Other)
Kwest Group, LLC 8305 Fremont Pike Perrysburg, OH 43551	00002 - General Contractor	Estimating Team Phone: (614) 734-4664 Fax: (419) 874-4306	Filled 08/09/2023	Download - N/A (Downloads or Other)
Land Mechanic Design Inc. 780 Landmark Rd Willow Spring, NC 27592	00001 - Subcontractor	Deonna Massengill Phone: (919) 639-6132 Fax: (919) 639-7079	Filled 08/15/2023	Download - N/A (Downloads or Other)
Shamrock Construction & Remediation, LLC 503 Patton Avenue Greensboro, NC 27406	00002 - General Contractor	Brooke Ward Phone: (800) 881-1098 Fax: (336) 282-2499	Filled 08/17/2023	Download - N/A (Downloads or Other)
Wildlands Construction 900 Old Winston Rd Suite 108 Kernersville, NC 27284	00002 - General Contractor	Doug Smith Phone: (919) 414-8091 Fax: (704) 332-7754	Filled 08/16/2023	Download - N/A (Downloads or Other)

BID FORM

PROJECT: Millbrook Exchange Park Stream Repairs Project

CITY BID NO.: SM-2023-0020

BID FROM: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Megan Walsh, P.E.
 One Exchange Plaza Building
 1 Exchange Plaza
 7th floor, Room 706

1.02 Raleigh, NC 27601 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. For all Work, **other than Unit Price Work**, a Lump Sum of:

_____ Dollars

(\$ _____)

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

C. Lump Sum for the following Work Items:

1.	\$
2.	\$
The Total Contract for the Lump Sum Price of:	\$

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D. 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

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
Site Preparation and Recordation								
1.	Mobilization (Maximum of 5% of Total Bid Price)	N/A	N/A	2.01	LS	1		
2.	Clearing and Grubbing	N/A	31 11 00	2.03	SY	3228		
3.	As-built Survey	N/A	01 70 00	2.18	LS	1		
4.	Contingency (15%)	N/A	N/A	2.19	LS	1		
5.	Traffic Control	Sheet 2G	01 50 00	2.17	LS	1		
Erosion and Sediment Control								
6.	Pump-Around	Sheet 2F		2.07	LS	1		
7.	Construction Entrance	Sheet 2C	31 25 00	2.05	EA	1		
8.	Wattle/Inlet Protection	Sheet 2D	31 25 00	2.06	LF	170		
9.	Standard Tree Protection Fencing	Sheet 2D	31 11 00	2.02	LF	1700		
10.	Coir Fiber Coconut Erosion Control Blanket with Notched Wooden Stakes	Sheet 2B	31 25 00	2.16	SY	1100		
Site Work								
11.	Selective Tree Removal	N/A	31 11 00	2.04	EA	149		

Item No.	Description	Applicable Detail	Specification Section	01 22 00 Pay Items Paragraph	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
12.	Stream Channel Excavation/Grading	N/A	31 05 00	2.08	CY	1300		
13.	Live Stakes	N/A	32 93 00	2.09	EA	1000		
14.	Container Plant – 1 Gallon: Riparian Areas	Sheet 2E	32 93 00	2.10	EA	168		
15.	Container Plant – 1 Gallon: Upland Areas	Sheet 2E	32 93 00	2.10	EA	150		
16.	Permanent Streambank and Riparian Seeding (Zone 1 and 2)	Sheet 3	1.1	2.11	AC	0.59		
17.	Permanent Upland Seeding (Zone 3)	Sheet 3	1.1	2.12	AC	0.21		
18.	Temporary Seeding	Sheet 1C	1.1	2.13	AC	0.80		
19.	Innovative Grade Control Structure Repair	Sheet 2A	1.2	2.14	EA	11		
20.	Debris Jam	Sheet 2B	1.2	2.15	EA	10		

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

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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 10 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 Work will be substantially complete within 75 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 90 calendar days after the date when the Contract Times commence to run.
- 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 when the Contract Time commences to run. 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
Final Grading and Site Stabilization	90

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a Bid Bond or Certified Check (Section 00430);
 - B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the affidavit A required above.

1. Nondiscrimination Agreement (Section 00440);
 2. Use of MWBE Businesses (Section 00440);
 3. Identification of Minority Business Participation (Section 00440), and;
 4. Affidavit A, Listing of Good Faith Effort, or Affidavit B, Intent to Perform Contract with Own Workforce (Section 00440).
- C. Contractor’s Certificates, Affidavit of Organization and Authority of Sworn Statement (Section 00441);
- D. City of Raleigh – Contractor’s Poor Performance Policy (Section 00442);
- E. Non-Collusive Affidavit (Section 00443);
- F. Notice to Contractor Regarding Intrusions Beyond Project Limits (Section 00444);
- G. Evidence of authority to do business in the state of the Project (i.e., copy of contractor’s license);
- 7.02 Submit the Bidder’s Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
- 7.03 After the bid opening the Owner will consider all bids and 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): _____