

September 5, 2024

ADDENDUM #1

Joslin Park Mold Abatement PROJECT NO. 274-PRCR-2024-JOSLINMOLD

Notice to All Bidders:

Bidders on the above-named Project are hereby notified that this Addendum shall be attached to and made part of the above-named Project Manual dated August 22, 2024.

The following items add to, modify, and clarify the Bidding and Contract Documents and shall have the full force and effect of the original Documents. Bids shall conform to those items and the cost change, if any, of these items shall be included in this Bid Price.

Questions

1. Has the City of Raleigh conducted an asbestos survey for the property and if so, can the City provide a copy of the asbestos survey to bidders?

*Answer: The City of Raleigh is having an asbestos survey conducted. The survey will be provided to the low bidder. For bidding purposes, an allowance for asbestos remediation has been added to the Bid Form. See Item 2 in the **Revisions / Clarifications** section below.*

2. If my company holds a contract with the North Carolina Department of Administration (DOA), is a bid required or can the City of Raleigh use my company's DOA pricing in lieu of a bid?

Answer: Bidders must submit a bid in accordance with the advertised bid package.

As information, the City of Raleigh is a local government in North Carolina and is a separate system from the DOA. DOA is a department in the State of North Carolina government. The City, however, honors NC DOA and GSA contracts (GSA – United States General Services Administration) and encourages firms to provide a copy of their DOA or GSA contract as part of their bids.

Revisions / Clarifications

1. The first paragraph in the Advertisement for Bids is revised as follows to extend the bid receipt date to Wednesday, September 18, 2024.

*“Informal bids will be received until 11:00 am, Wednesday, September 18, 2024, for the furnishing of labor, material, and equipment for the Joslin Park Mold Abatement project. **Bids will NOT be opened at a public forum.** Bids should be submitted to the email provided above.”*

2. The bid form has been revised to add an allowance for asbestos remediation. The revised form is attached to this addendum.
3. The Technical Specifications have been revised to add requirements for asbestos remediation.

Contact Information

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City of Raleigh
Parks, Recreation and Cultural Resources Department
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(m) 984-298-6130
www.Raleighnc.gov

CITY OF RALEIGH – PROPOSAL FORM
Joslin Park Mold Abatement
PROJECT # 274-PRCR-2024-JOSLINMOLD

City of Raleigh
Project Manager: Ellis Cayton
Parks, Recreation and Cultural Resources
222 West Hargett Street, Suite 608, Raleigh, North Carolina 27601

Date: August 22, 2024

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Supplemental Conditions, the Plans and Specifications, all of which are acknowledged to be part of the proposal and the Proposal Form, and the Bidder has also carefully examined the site of the proposed work. The undersigned further agrees to sign a Contract for the work, if offered within ninety (90) days after receipt of Bids, and to furnish surety as specified, upon failure to do so, agrees to forfeit to the Owner, attached Bid Bond in the amount of 5% of the bid if the base bid exceeds five hundred thousand dollars (\$500,000). The Bidder further agrees to provide and furnish all necessary materials, equipment, machinery, and labor necessary to complete the construction of the work in full, in complete accordance with the plans and specifications and the contract documents to the full and entire satisfaction of the City of Raleigh and in accordance with these documents within the time limit specified below.

Bidding submissions will follow a three-envelope submission process per the following:

- ☐ Place Bid Bond by itself within its own individual separate sealed opaque envelope and label '*Bid Bond*' on envelope exterior along with project name, contractor's name, address and license information.
- ☐ Bidders shall place the completed Bid Form by itself in its own separate sealed opaque second envelope and label '*Bid Form*' on exterior along with project name, date and time of bid opening, contractor's name, address and license information.
- ☐ All other required support documents should be placed in a third envelope along with the separately sealed Bid Bond envelope and Bid Form envelopes. This envelope is also to be labelled on the exterior with project name, date and time of bid opening, contractor's name, address and license information. All required bid information is to be contained within this sealed envelope.

In addition to all other agreements and assurances, the undersigned Bidder understands and hereby agrees as follows:

1. The Bidder represents and agrees to complete the entire project in the following number of Consecutive Calendar Days: Twenty-One (21) from the date on the Notice to Proceed.
2. The Bidder agrees to comply with the City's policy to encourage bidders to use Certified MWBE businesses as specified in Division 00 MWBE Requirements.

The Bidder agrees to execute the work described and set forth in the Plans and Specifications for the amounts as follows:

Base Bid:

(In written word)

\$

(In numerals)

Name of General Contractor and License Number _____

Name of Electrical Contractor and License Number _____

Name of Plumbing Contractor and License Number _____

Name of Mechanical Contractor and License Number _____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes to the base bid quantity of the work all in accordance with the contract documents.

Refer to Section 012200 "Unit Prices" for further clarification.

ALLOWANCES

Include in the base bid proposal the following allowances as specified in Division 01, Section 012100 "Allowances."

Allowance No. 1: Lump-Sum Allowance for owner's contingency

\$5,000 Dollars(\$)

Allowance No. 2: Lump-Sum Allowance for asbestos remediation

\$8,000 Dollars(\$)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check here if no addenda were received: _____

Acknowledged for: _____
(Name of firm or corporation making bid)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

PROPOSAL SIGNATURE PAGE

The bidder is required to furnish surety as specified in the General Conditions. Upon failure to do so, the bidder agrees to forfeit to the Owner the attached cashier's check, certified check, or bid bond in the amount of 5% of the total bid proposal.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project.

Respectfully submitted this day of _____

By: _____
(Name of firm or corporation making bid)

WITNESS:

(Proprietorship or Partnership)

By: _____
Signature

Name: _____
Print or type

Title _____
(Owner/Partner/Pres./V.Pres)

Address _____

ATTEST:

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

License No. _____

Federal I.D. No. _____

Email Address: _____

Office Phone Number: _____

(CORPORATE SEAL)

BIDDER QUALIFICATIONS:

The Bidder shall furnish the following information; designed to assist the Owner in determining whether or not the Bidder is qualified to perform the work described in the Bid and Contract Documents:

1. List three references with contact person and telephone number who are qualified to objectively judge the results of similar work performed by the bidder in the last three years.

A. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

B. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

C. _____
NAME AND TITLE TELEPHONE NUMBER

PROJECT TITLE/DESCRIPTION DATE OF COMPLETION

2. List previous contracting experience, including contract dollar amounts:

NOTE: The Bidder shall attach additional sheets of information as needed to provide above requested information.

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms:

In submitting this Proposal, the undersigned agrees that this Bid will remain in effect for a period of ninety (90) days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding:

The Bidder specifically agrees to abide by all applicable provisions of Article 3 of Chapter 133 of the North Carolina General Statutes. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or to any competitor;
2. Unless otherwise required by law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business:

The undersigned hereby represents that it is a

(corporation, partnership, or an individual)

If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of North Carolina and it is authorized to do business in this State.

Firm Name

Date

Authorized Signature

Title

Name of Project

Address of Business

Office Telephone Number

CONTRACTOR'S PERFORMANCE POLICY

RESOLUTION NO. (1992) -790

A RESOLUTION TO REGULATE THE PARTICIPATION IN THE CITY CONSTRUCTION PROJECTS BY CONTRACTORS WHO MAY NOT BE CAPABLE OF TIMELY AND PROPER COMPLETION OF CITY PROJECTS.

WHEREAS, The City of Raleigh wishes to minimize cost and inconvenience to the citizenry caused by the failure of contractors to complete projects in a timely manner in accordance with approved project schedules; and

Whereas, North Carolina law allows cities to award bids to responsible bidders and the inability to complete work on time is one indication of a lack of responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RALEIGH:

Section 1. That the City Manager may disqualify bidders from participation in bidding and award of contracts for city construction projects based on the following conditions existing simultaneously:

A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial payment estimate.

B. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty percent. The percentage of work completed will be the dollar value of the work completed as defined above divided by the current contract amount as defined above. The percentage of contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.

Section 2. The City Manager shall not include any late days, which are caused by the City in any of his calculations directed at determining bid status.

Section 3. All City construction project specifications shall contain a specific provision clearly outlining the policies set in this Resolution, including the criteria for determining whether a contractor is behind schedule, and the specifications shall clearly state the City's intent to enforce the provisions of this Resolution.

Section 4. The terms of the Resolution shall apply only to contracts for which the specifications for bidders are issued after the effective date of this Resolution.

Section 5. Any contractor who wishes to contest the decision of the City Manager declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City Manager's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Manager, the notice of appeal, and the contractor's current status on any other current City Contracts and its performance on any contracts to which the contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.

Section 6. Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this section.

Section 7. This Resolution is effective upon adoption Adopted 10/6/92

SIGNATURE

PRINTED NAME

TITLE

DATE

END OF CITY OF RALEIGH – BID PROPOSAL FORM

Technical Specifications
For Joslin Park Mold Abatement
August 12, 2024 (As revised in Addendum 1)

The Project Site is the area generally defined by Photographs 5, 6 and 7 of Attachment A to these Technical Specifications at the building identified on Figure 1 to these Technical Specifications. For the Project Site, the Contractor will furnish all labor, materials, tools, and equipment necessary to perform mold remediation and cleaning services in general accordance with the Conclusions and Recommendation section of Attachment A except that the Scope of Work does not include the 5th bullet in the Scope of Work section described on page 5 of the Attachment.

Prior to initiating mold abatement work, the Contractor shall remediate the asbestos materials identified in an asbestos survey the City of Raleigh will provide the Contractor. The Contractor shall conduct any necessary testing to ensure the mold abatement work areas are safe to conduct mold abatement activities.

The Contractor is responsible for compliance with all federal, state and local requirements regarding the remediation, handling and disposal of hazardous materials or substances.

The Contractor shall be responsible for all set up, tear down and cleanup of all removed materials. Areas inside the building must be restored to their pre-remediation condition immediately after the completion. The Contractor is responsible for all permits and licenses as required by Federal, State and Local Authorities.