



November 20, 2023

Clayton Community Park
Bid # 700-ENG-2024-12
Addendum No. 2

Please note that this addendum is for changes and/or clarifications to the Bid Documents.

Bid Changes

Bidders on this Project are hereby notified that this Addendum as all other Addenda shall be attached to and made a part of the above-named Bidding and Contract Documents.

The following items are issued to add to, modify, and/or clarify the Bidding and Contract Documents. These items shall have full force and effect as the Bidding and Contract Documents and costs involved shall be included in the bid prices. Bids to be submitted on the specified bid date shall conform to the additions and revisions listed herein.

Acknowledge receipt of all Addenda by inserting the Addendum number and date in the appropriate location of the Bid Form. A return receipt is requested, and the communication will be deemed evidence that the bidder has received this Addendum and has followed the instructions outlined herein. Please sign, date, clearly print the company name, and email this sheet back to amartinez@withersravenel.com.

The following documents, attached to this addendum, have been updated to lump sum pricing instead of unit pricing:

- C-111 Advertisement for Bid
- C-200 Instructions to Bidders for Construction Contract
- C-410 Bid Form For Construction Contract

Questions & Answers

1. Vendor Question: Any consideration for making the site classified?

- ▶ **Answer:** The site will remain unclassified. No stockpiled soil to be left on site so any excess will be hauled to Loop Road about 2 miles away, pile with silt fence around it is expected. The address is in the plans for reference.

2. Vendor Question: Can we get a copy of the Geotech Report?

- ▶ **Answer:** It is in the back of the bid documents just before the plan sheets.

3. Vendor Question: Is there any capacity use fees for water tap? By GC or by Owner?

- ▶ **Answer:** Contractor will be responsible for the meter fee itself, but not the System Development fees.

4. Vendor Question: Is all construction materials testing by Owner?

- ▶ **Answer:** Yes.

5. Vendor Question: Are we bidding based on bid schedule or doing our own takeoffs?

- ▶ **Answer:** The bid is going to be lump sum. The bid schedule (and Excel version on the Quest site) can be utilized at the bidder's own discretion. Bidder will have to verify their own quantities.

6. Vendor Question: Is the bond already approved and funded?

- ▶ **Answer:** Yes. The bond was set aside for three projects and this project is the last of the three projects for which the funds will be utilized.

7. Vendor Question: Will certain things be reduced for scope to reduce cost if needed if bid is above bond money available?

- ▶ **Answer:** The Town already reduced scope after the project went to bid last summer. It is one of the reasons there are several alternates as part of this bidding project. The Town will evaluate the bids and decide on a course of action if lowest base bid is above the available bond money.

8. Vendor Question: Will the whole bid balance out or will each quantity be paid individually? Concern is that the Contractor could bond for more money than the quantities end up being. Essentially is it Lump Sum bid or Unit Price Contract?

- ▶ **Answer:** Lump Sum bid. Originally it was unit price.

9. Vendor Question: Will pay applications require tickets and receipts?

- ▶ **Answer:** N/A. Lump sum bid.

10. Vendor Question: Are we still tying into the maintenance building?

- ▶ **Answer:** Yes, as stub out utilities only.

11. Vendor Question: Is general overhead, supervision, and bond included in mobilization line item or are they separate?

- ▶ **Answer:** The project will now be bid as a Lump Sum bid.

12. Vendor Question: Is there a liquid adjustment on the asphalt based on the NCDOT index?

- ▶ **Answer:** N/A. Lump sum bid.

13. Vendor Question: Will you be sending out the sign-in sheet?

- ▶ **Answer:** This addendum includes the Pre-Bid sign-in sheet.

14. Vendor Question: When do you want this finished by?

- ▶ **Answer:** 9 months / 263 days

15. Vendor Question: What do you estimate the overall project budget at? Need to provide fee to bond and insurance companies and it makes a big difference in the price.

- ▶ **Answer:** Town does not have a number they can provide at this time.

16. Vendor Question: What are the rules or restrictions with site visits?

- ▶ **Answer:** Site is public park currently so open for visiting and walking the site at any time park is open.

17. Vendor Question: Will the park have any ball fields or require any scoreboards?

- ▶ **Answer:** Ball fields are existing – no new additional ball fields.

This addendum has been acknowledged and signed by an authorized representative of the firm and must be returned with your bid. **Failure to do so will cause your bid to be rejected:**

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date _____

PRE-BID CONFERENCE

11/16/2023 2:00 PM

Attendance Sheet

Name	Company Name	Phone #	Email	Address
Jason Khoerschild	Berry Building Group	919.810.4120	jasonk@berrybg.com	
Arlyn Smith	Burney & Nurney	252.752.8000	arlynsmith750@yahoo.com	
Jared Williams	Fed Smith Company	919.901.7631	jared.williams@fredsmithcompany.net	
Joshua Reeder	Salisbury and Moore Construction Inc	984.302.7838	joshua.reeder@salisburymore.com	8320 Lichford Rd Suite 124 Raleigh NC 27615
Austin Riccio	BAR Construction	336.274.2477	bids@barconstruction.com	
Jeremy Thompson	Brawley Company	919.636.1338	estimatingral@brawley.com	5121 Kingdom Way Raleigh NC
Steve Oriolo	Brawley	301.606.8995	soriolo@brawley.net	5121 Kingdom Way Raleigh NC
Chris Gallant	Town of Clayton	919.437.7926	cgallant@townofclaytonnc.org	
Melissa Anderson	Allen Grading	910.465.0186	melissa@allengrading.com	340 Arrington Bridge Rd Goldsboro NC
Garrius Jones	Lanier Constryction	252.747.8124	garrius@lanierconstruction.com	1505 Browntown Rd
Tom Perrotta	Racanelli Construction	919.363.3600	bids@racanelliconstruction.com	1091 Pemberton Hill RD Apex NC
Brant Blackburn	Trend Construction Inc	910.436.3338 x104	b.blackburn@trendinc.com	PO Box 795 Spring Lake NC
Blake Jones	S.T. Wooten Corporation	252.205.0925	blake.jones@stwcorp.com	3801 Black Creek Rd Wilson NC

ADVERTISEMENT FOR BIDS

TOWN OF CLAYTON

CLAYTON, NC

Clayton Community Park

Issued for Bid November 9, 2023

General Notice

The Town of Clayton (Owner) is requesting Bids for the construction of the following Project:

**Clayton Community Park
Project No. 700-ENG-2024-12**

Bids for the construction of the Project will be received at **Town of Clayton Town Hall Council Chambers** located at **111 E. Second St. Clayton, NC 27520** until **Thursday December 14th at 2:00 p.m.** local time. At that time the Bids received will be **publicly** opened and read. Bids received after this time will not be accepted.

The Project includes the following Work:

Construction of parking facilities, greenway trail, sports courts, and associated utility, storm water and electrical infrastructure as identified on the project drawings and specifications.

Bids will be received for a single prime contract. Bids shall be on a Lump Sum basis. Mailed bids shall be sent to the following address: Chris Gallant, Project Manager, Town of Clayton, Engineering Department, 111 East Second Street, Clayton, NC 27520. Hand-delivered bids shall be addressed to Chris Gallant, Project Manager, Town of Clayton, delivered to 111 East Second Street, Clayton, NC 27520.

The Project has an expected duration of **273** days.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

WithersRavenel
Cary, NC

Information and Bidding Documents for the Project can be obtained by contacting:

Amanda Martinez with WithersRavenel at amartinez@withersravenel.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and

other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

For a flat fee of \$25, bidding documents can be downloaded off QuestCDN

Pre-bid Conference

A **NON-Mandatory** pre-bid conference for the Project will be held on **Thursday November 16th at 2:00 pm local time at Town of Clayton Council Chambers located at 111 E. Second St., Clayton, NC 27520.** Attendance at the pre-bid conference is encouraged but not required. Only emailed questions received prior to the time and date listed below, or questions received at the pre-bid meeting will be addressed. All emailed questions must be received by **4:00 pm local time on Friday December 1, 2023.** No questions or requests for clarifications will be accepted after this time. Responses to questions will be issued in the form of an addendum. The final addendum will be issued by **4:00 pm local time on Monday December 4, 2023,** and available on QuestCDN and NC eVP portal. The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the Town. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarifications will be without legal effect.

Questions or requests for clarifications shall be directed to Amanda Martinez at amartinez@withersravenel.com

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Town of Clayton**
By: **Chris Gallant**
Title: **Project Manager**
Date: **November 9, 2023**

RIGHT TO REJECT SUBMITTALS

The Town reserves the right to reject any and all bid submittals. This bid submittals request is neither a contractual offer nor a commitment to purchase services. The Town assumes no contractual obligation as a result of the issuance of this request, the preparation or submission of a bid by a Respondent, the evaluation of statements, or final selection.



INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 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—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 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.
- 2.06 *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 2.06.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

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number. **MUST PROVIDE A PHOTOCOPY WITH THE BID.**
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum. Only emailed questions received prior to the time and date listed in the advertisement to bid, or questions received at the pre-bid meeting will be addressed. All emailed questions must be received

by December 1, 2023, at 4:00 local time. No questions or requests for clarifications will be accepted after this time.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in 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.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and 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.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Coordination with other Owner vendor contractors will be required.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Christ Gallant, Town of Clayton Project Manager, cgallant@townofclaytonnc.org**. Bidder must conduct the required Site visit during normal working hours.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Amanda Martinez – amartinez@withersravenel.com**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 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 alternates**) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General

Conditions. **Such Bid bond will be issued using the Town of Clayton form included in the Bidding Documents.**

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract 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, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that 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 Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 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" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the ALL portions of the Work **upon notice of apparent successful bidder**.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.

- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 **Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.**
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A **sealed** Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a plainly marked package with the **Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder**, and must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
 - A. G.S. 143-129(b) states that a bid cannot be "accepted or considered" unless it is accompanied by a sufficient bid bond. Therefore, Bid Bonds must be submitted in a **SEPARATE sealed envelope from the sealed bidder's bid package**, so that it can be determined if all bids meet the bid deposit requirement before unsealing the bid documents.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 14.04 Bids will be received for a single prime contract. Bids shall be on a Lump Sum basis as indicated on the Bid Form. Mailed bids shall be sent to the following address: **Chris Gallant, Project Manager, Town of Clayton, 111 East Second Street, Clayton, NC 27520. Hand-delivered bids shall be addressed to Chris Gallant, Project Manager Town of Clayton and delivered to 111 East Second Street, Clayton, NC 27520.**

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement to bid 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the **lowest responsive Bid**.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether 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.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 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, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State, and local taxes in the bid. The Contractor shall indemnify, defend, and hold harmless, Owner, Engineer and their employees, agents, and representative from and against any and all claims, damages, loss, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in the bid, pay any such tax, or comply with any applicable tax requirements or statutes.

ARTICLE 22—MINORITY BUSINESS PARTICIPATION

- 22.01 The Town of Clayton requires an MBE/WBE participation goal of 10% (combined). Bidders shall make good faith efforts to solicit minority businesses to participate in the project. The Owner and its Contractors shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of its contracts.



BID FORM FOR CONSTRUCTION CONTRACT

FROM

BIDDER NAME: _____

BIDDER ADDRESS: _____

DATE OF BID: _____

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 1 – OWNER AND BIDDER

1.01 This Bid is submitted to: **Town of Clayton**
Attention: Chris Gallant
111 E. Second Street
Clayton, NC 27520

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, furnishing all labor, materials, tools, equipment, apparatus, supplies, and 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, for and because of the construction, erection, and/or installation of the proposed "Project"

Project Name: Clayton Community Park
Project Number: 700-ENG-2024-12

For the Town of Clayton, North Carolina in accordance with the Contract Documents, including Addenda thereto. There is deposited, herewith, a certified check in the amount of: _____ (Dollars) (\$ _____), or a Bid Bond in the amount of Five Percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Bid, which are as follows:

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: it is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all Bids.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such items or items as the Owner may deem to be in the best interest of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bid shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should the Bid not be accepted by the Owner, the certified check, in the amount of: _____ Dollars (\$_____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Bid be accepted by the Owner and the Bidder Fail or neglect to execute the Contract and furnish the required Bonds with ten (10) business days after receiving notifications of the acceptance of the Bid and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of: _____ Dollars (\$_____), or the Bid Bond deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposed to enter into a Contract in accordance with this Bid, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Clayton demonstrating such compliance.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid. Your Bid may be deemed non-responsive if this information is not completely filled out and included with your bid:
- A. Required Bid Bond or other allowable Bid security; **Bid Bonds must be submitted in a separate sealed envelope and attached to the bidder's sealed bid package. Do not put bonds in the same sealed package with the bid;**
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Enter Contractor's License Number as called for throughout bid AND write on the outside of sealed envelope containing the Bid.
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. **Photocopy of Bidder's North Carolina General Contractors License.**
 - I. **Statement of Compliance with requirement of the General Conditions that the Bidder will ensure that at least 10 percent of work is performed with the Bidder's employees (provide statement on bidder's letterhead).**
 - J. **Certified list of equipment & material manufacturers.**
 - K. **Bidder's Certificate as to Organization and Authority**
 - L. **Equal Employment Opportunity Addendum.**
 - M. **Non-Collusive Affidavit.**
 - N. **Non-Discrimination Clause.**
 - O. **Affidavit A or B as applicable.**
 - P. **Identification of MWBE Sub Contractors.**
 - Q. **Liabilities**

ARTICLE 3—BASIS OF BID—LUMP SUM

3.01 *Lump Sum Bid*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum prices and/or together with any alternates.
- B. Lump Sum Price (Single Lump Sum)

Lump Sum Base Price	\$
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C. Lump Sum Price (Base and Alternates)

Lump Sum Base Price & Alternates	\$
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D. Lump Sum Alternate Individual Price

Add Alternate 1 - Tennis Court Sunshade	\$
Add Alternate 2 - Greenway Realignment & Playground Grading	\$
Add Alternate 3 – Greenway Connection Between Community Center and Park	\$
Add Alternate 4 – Existing Sport court demolition	\$
Add Alternate 5 – Area 1 Furnishings demolition	\$

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **273** 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 of the General Conditions within **303** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything 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.
 - 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed & email address)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____