



IN ASSOCIATION WITH

MEMORANDUM

TO: ALL BIDDERS

FROM: Brian Kinlaw, Brasfield & Gorrie, L.L.C.

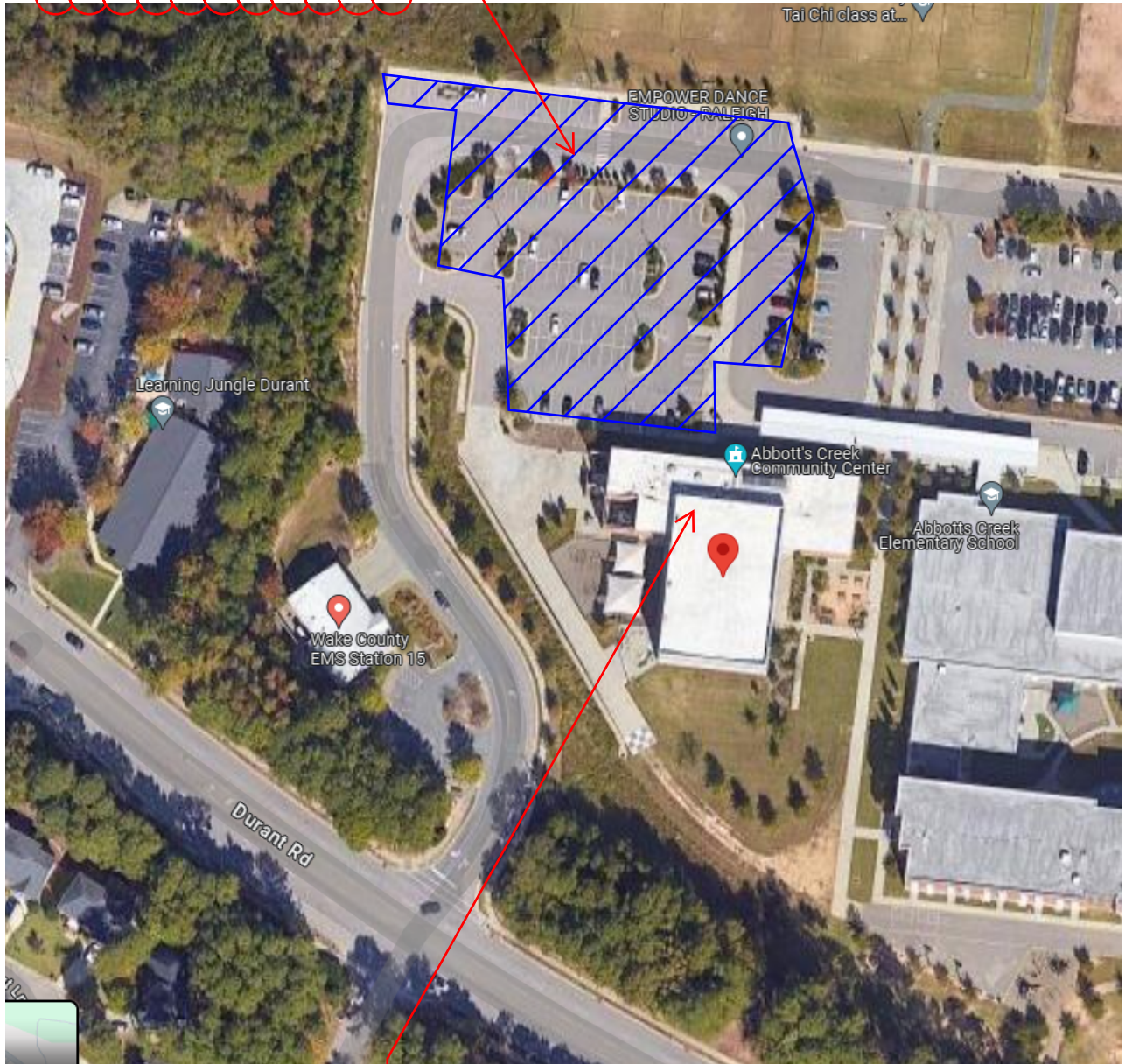
DATE: 1/24/2024

RE: City of Raleigh – Civic Campus Phase I - East Civic Tower - ADDENDUM #3

All,
Enclosed in this distribution, please find contents distributed under Addendum #3. Please reference the listing below and all enclosures/attachments.

- The bid date and time have been revised to February 14, 2024 at 1:00 pm
- The bid opening location has been revised to:
Abbotts Creek Community Center
Multipurpose Room
9950 Durant Road,
Raleigh, NC 27614
- The deadline for any RFI's to be submitted has been extended to 2:00 pm on January 30, 2024.

Parking for Abbotts Creek
Community Center



Abbotts Creek Community Center

Abbotts Creek Community Center
9950 Durant Road
Raleigh, NC 27614

Note: Do NOT enter Abbotts Creek Elementary School

CITY OF RALEIGH – EAST CIVIC TOWER

Invitation to Bid

FOR PREQUALIFIED SUBCONTRACTORS
ON THE NEW

City of Raleigh – Civic Campus Phase I Project

Brasfield & Gorrie | Hold Brothers Construction (the CMAR) is requesting bids from prequalified subcontractors and vendors on the Construction Bid Packages in accordance with the “Instruction to Bidders”. This solicitation is for the new construction of the City of Raleigh – Civic Campus Phase I Project located at 200 West Hargett Street in Raleigh, North Carolina.

Sealed proposals will be received by the CMAR, in the:

**Abbotts Creek Community Center
Multipurpose Room
9950 Durant Road,
Raleigh, NC 27614**

Until Wednesday, February 14th, 2024 at 1:00 pm and immediately publicly opened and read for the furnishing of labor, materials & equipment for the construction of the East Civic Tower.

The East Civic Tower project consists of a 360,000 SF, 17 story office and public service tower atop one level of below grade service basement. The building is a structural concrete frame with a mix of precast, curtainwall and punched openings on the exterior. There are exterior terraces on levels 2, 3 and 4. The interior is fully built-out except for four shell floors in the office tower. The first three floors are public service including a new council chamber and will receive upgraded finishes and lighting. Potential bid packages are as listed below, subject to change.

- 01A General Trades
- 01B Final Clean
- 01C Buck hoist
- 03C GFRC Shapes & Cladding
- 04A Masonry
- 05A Structural & Misc. Steel
- 06A Architectural Casework
- 06B Wood Walls and Reception Desks
- 07A Waterproofing
- 07B Metal Panels
- 07C Roofing
- 07D Louvered Trellises
- 08A Doors, Frames & Hardware
- 08E Interior Glass & Glazing
- 09B Hard Tile
- 09C Acoustical Ceilings
- 09D Terrazzo
- 09E Carpet, Wood & Resilient Flooring

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09F Acoustical Wall Panels
09G Paint & Wallcoverings
10A Interior & Exterior Signage
10B Photo Luminescent Signage
10C Specialties
11A Parking Control Gates
11B Loading Dock Equipment & Coiling Doors
11C Appliances
12A Fixed Council Chamber Seating
14B Elevator Cab Finishes
27A Structured Cabling
27B Sound Masking Systems
28A Security & Access Control Systems
32A Landscaping
32B Hardscapes

Pre-Bid Conferences

A Pre-Bid conference will be held on **Wednesday, January 10, 2024 at 2:00 PM in the Multipurpose Room in the Chavis Community Center Building at John Chavis Memorial Park, 505 Martin Luther King Jr. Blvd., Raleigh NC 27601.**

Minutes will be provided to all PREQUALIFIED BIDDERS and ATTENDEES of the meeting.

The meeting will address project specific questions, issues, bidding procedures, bid forms, and established bid alternates.

The meeting is also to identify preferred brand alternates and their performance standards that the owner will consider for approval on this project. In accordance with General Statute GS 133- 3, Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.

Contract Documents

Complete plans, specifications and contract documents will be open for inspection in the offices of:

Brasfield & Gorrie
3800 Glenwood Avenue, Suite 300
Raleigh, NC 27612

Revised 12/18/23



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CITY OF RALEIGH – EAST CIVIC TOWER

Interested parties may secure project bid documents electronically by contacting:

Ms. Nicole Hollyfield

Brasfield & Gorrie

(919) 877-5924 nhollyfield@brasfieldgorrie.com

BIDS WILL BE ACCEPTED FROM PREQUALIFIED BIDDERS ONLY.

Bidders may request and receive upon request the partial set of documents needed for the particular scope(s) that they intend to bid. However, all Bidders are responsible for reviewing all Contract Documents which are available electronically, at the locations noted above, or for purchase. Bids shall be based upon and reference complete Contract Documents. Bids referencing partial documents or with clarifications shall be considered non-responsive.

All bidders are responsible for visiting and reviewing the Project Site and fully reflecting all conditions thereon. The site and existing building(s) may be accessed only at scheduled times, with City personnel present to conduct the building visits.

Proposals will be received through the formal bid process on this project. See Section List of Bid Packages and Bid Opening Schedule.

Instructions to Bidders

Formal Bid Process

Sealed Bids must be hand delivered to Brasfield & Gorrie at the **Multipurpose Room in the Abbotts Creek Community Center at 9950 Durant Road, Raleigh, NC 27614** no later than **1:00 pm, Wednesday February 14th, 2024** or mailed to Brasfield & Gorrie's Raleigh office for receipt on date prior to bid date. ALL BIDS MUST BE DELIVERED BY 1:00 PM. Bids will be then opened and read aloud. Bidders are strongly encouraged to solicit and secure bids from MWBE (Minority and Women-Owned Business Enterprise). All bid forms must be submitted in the sealed envelope labeled for each bid package. Combined bids should be submitted in a separate, sealed envelopes.

Bids should be in a sealed envelope and plainly marked on the outside with the following information:

BID FOR: City of Raleigh – Civic Campus Phase I Project

Name of Bidder

License Number of the Bidder

Bid Package # _____

Bid Package Name

Bid Security

Each Proposal must be held binding and may not be withdrawn for sixty (60) calendar days.

All bonds executed in connection with the project must be executed by an Attorney-in-Fact in the project state on behalf of a Surety Company licensed to do business in the project state.

Bid security in the amount of five percent (5%) of the maximum amount of the potential Subcontract award must accompany each Proposal in the form of a certified check or a bid bond made payable unconditionally to the **City of Raleigh**. The successful Bidder's security will be retained until the firm has signed the Subcontract Agreement and furnished all documentation required to be submitted with the executed Subcontract Agreement, which must be done within ten (10) days of a Notice of Acceptance. If the Bidder offered the Subcontract refuses to enter into the Subcontract Agreement, the Contractor may execute the bid security as liquidated damages but not as a penalty.

The required bid security will be returned to all Bidders as soon as possible.

Withdrawal or Modification of Bids:

Bids may be withdrawn upon written request received from the Bidder prior to the time fixed for bid opening. Any Bidder who withdraws a bid may not resubmit a bid for this project. Modifications in writing, by fax, or by electronic transmission will be considered when received prior to the time set for the bid opening. Bids may not be withdrawn or modified after the bid opening except where identification of the apparent low Bidder has been delayed for more than sixty (60) days.

Requests for Information / Addenda:

Representatives of the Project team will be available to answer questions. All questions in reference to this project must be submitted electronically to the Chief Preconstruction Manager, David Wyatt at dwyatt@brasfieldgorrie.com in the form of an RFI, no later than **2:00 PM on January 30, 2024**. Any interpretations or corrections to proposed Contract Documents arising from the Pre-Bid Conference or RFIs

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will be made by Addendum only and distributed by no less than seven (7) calendar days before the bid opening. Directions received from other parties and not confirmed via Addenda shall not be considered. Such Addenda issued during the bidding period shall be acknowledged on the Proposal Form and shall be included in the Contract at the time of award.

All addenda issued shall take precedence over the portions of the proposed Contract Documents concerned.

Substitutions

The attention of potential Bidders and other interested parties is called to the requirements and conditions set forth in the Specifications regarding product options and prior approval for any and all substitutions. Any approved substitution shall be announced via Addenda.

Schedule

The attention of the Bidder is directed to “**Project Milestone Schedule**”, “**Project Logistics Plans**”, and sequencing included in the Contract Documents. The subcontractor will be required to participate in schedule reviews and compliance with all schedule requirements in the Contract. The successful bidder shall be prepared to show evidence of their firm’s capability to perform the work with adequate supervision, manpower, materials and equipment.

Form of Contract

The successful Bidder is required to execute an Agreement between the Construction Manager and Subcontractor in accordance with the Project Special Conditions and General Summary of Work, pertinent scope sheets, “Sample Subcontract Agreement”, MBE Requirements, and Exhibits ‘A’ through ‘L’ subcontract forms included as part of the Contract Documents.

After Brasfield & Gorrie has received approval from the Owner, the Bidder shall be notified that he has been successful. At that time, the Bidder shall obtain the bonds referenced in the Contract Documents, if required, in the form provided, and the appropriate insurance certificates and execute the contract. Failure to execute the Contract and submit acceptable bonds, if required; and insurance certificate within seven (7) calendar days after Notice of Award may be considered default under the obligation of the bid security. Failure or refusal to furnish bonds, if required, and insurance policies or certificates, schedules of values or other documents in a form satisfactory to the Construction Manager will not be considered an allowable cause for delay.

Performance and Payments Bonds

Subcontractors will be enrolled in the Brasfield & Gorrie Subcontract Default Insurance program at no cost to the subcontractor. If a subcontractor with a scope of work exceeding \$350,000 in value is not accepted in to the SDI program, they will be required to furnish a performance and payment bond. Therefore, all subcontractors submitting bids must be capable of furnishing a performance and payment bond for the full amount of subcontract value. If the cost of furnishing the performance and payment bond exceeds 1.4% of the subcontract amount, the additional cost will be reimbursed by the subcontractor to the CM, and as such, should be included in this bid. **See and use Payment Bond Form and Performance Bond Form, in the bid manual. All bond providers must be licensed to provide services in North Carolina.**

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Sales Tax:

Sales tax is to be included. Under State Sales and Use Regulations, certain Hospitals, Educational, Charitable or Religious Institutions are eligible for refunds of Sales and Use Taxes, relating to building materials, supplies, fixtures and equipment purchased by Subcontractors in the performance of Subcontracts with these institutions. Refunds due such institutions are to only include sales and use taxes paid on purchases of building materials, supplies, fixtures and equipment which annex to or become a part of buildings or other structures being erected by the Subcontractors. Examples of other property on which sales or use tax should be paid by the Subcontractor and which should not be included for refund include scaffolding, forms of concrete, fuel for the operation of machinery and equipment, equipment purchases, equipment repair parts, equipment rentals, blueprints, etc.

Collaborative File Sharing

Submittals: Subcontractor shall be responsible for the uploading of all required submittals to a file sharing program. Notifications will be sent when submittals are reviewed, it is the subcontractor's responsibility to track the approval process and proceed as directed in the submittal. THE COST OF THIS PROGRAM WILL BE SHARED WITH THE ENTIRE PROJECT TEAM. **Each subcontractor should include an amount equal to 0.05% of their bid** which will be aggregated and used to purchase the project licenses.

Electronic Plans: This project intends to utilize Procore as the electronic documents sharing platform. All project management and field supervisory staff shall have a tablet to use for this purpose.

Project Billing Platform

This project will utilize Textura for processing progress payments. The use of this software will streamline the payapp process and facilitate faster and more accurate submittal, review, approval and payment to subcontractors. All bidders are to include fees for Textura as follows, based on their bid value:

Bid Amount	Amount to Include for Textura
\$0 - \$2,272,727	0.22% of bid amount
Above \$2,272,727	\$5,000

Acceptance or Rejection of Bid Proposals

The Owner, Construction Manager, and Architect reserve the right to reject any and all bid proposals and to waive any informalities and irregularities in the bid proposals and the bidding process.

If awarded, the Subcontract will normally be awarded to the Bidder who has proposed the lowest contract sum, and is the most responsible responsive bidder. However, the Owner, Construction Manager, and Architect reserve the right to award a Contract to the Bidder considered best qualified for the work and may therefore select a Bidder who has proposed other than the lowest Contract Sum. The Construction Manager may make such investigations, as they deem necessary, to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Construction Manager all such information and data for this purpose. The Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Construction Manager that such Bidder is properly qualified to carry out the obligations of the Subcontract. Unit Prices and Alternates are to be responsive. Non-responsive unit prices or alternate pricing will be evaluated in determining if any overall bid is non-responsive.



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It is the intent of the Owner and CM to evaluate and award the work package(s) on the basis of “Base Bid” for each bid package. Alternates may be used to determine the low bid amount. The Owner and CM may elect to exercise the right to accept any or all of the Alternates listed in the Bid Manual and Proposal Form for the various bid packages. The alternates as listed will remain open for the duration of the bid proposal. Additive alternates may be used in determining award. Any utilization of additive alternates is to be for determination only of work value if subsequently accepted and incorporated. However, the Owner, Construction Manager, and Architect also may reject any of the alternates set forth in the proposed Contract Documents.

*****The Construction Manager and Owner reserve the right to reject any or all bids and to waive any irregularities in bidding. *****