

CIP NO.: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

SECTION 00 91 13

ADDENDA

ADDENDUM NUMBER 01

DATE: January 21, 2020

PROJECT: Water Treatment Plant Finished Water Pumping Improvements

OWASA CIP NUMBER: 272-42

OWNER: ORANGE WATER AND SEWER AUTHORITY

ENGINEER: AECOM Technical Services of North Carolina, Inc

TO: All Bidders

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated December 17, 2019, Addendum Number 01 issued January 21, 2020, with amendments and additions noted herein below.

Acknowledge receipt of this Addendum in the space provided in the Bid form. Failure to do so may disqualify the Bidder.

This Addendum consists of 2 pages:

RESPONSES TO QUESTIONS RECEIVED DURING BIDDING:

1. Do we need to submit from a bound copy of the Contract Documents?
Submittal of a bound copy of the Contract Documents is not required.
See the revised Sections 00 21 15, 00 41 43, and 00 41 43a for additional requirements.

CHANGES TO THE SPECIFICATIONS:

1. **REPLACE** Section 00 01 10 – Table of Contents with the attached. Section 00 01 10 changes include:
 - a. Section 00 41 43a – Bidder’s Checklist added to Table of Contents
2. **REPLACE** Section 00 21 15 - Instruction to Bidders with the attached. Section 00 21 15 changes include:
 - a. Checklist in Article 15.04.9 has been removed and replaced with a reference to Section 00 11 43a
 - b. The statement “DO NOT REMOVE ANY PAGES FROM THE BOUND DOCUMENTS” has been removed from Article 13.01

Addenda
00 91 13-1

Water Treatment Plant Finished
Water Pumping improvements

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3. **REPLACE** Section 00 41 43 - Proposal (Lump Sum Contract Form) with the attached. Section 00 41 43 changes include:
 - a. "SUBCONTRACTOR" has been updated to "SUBCONTRACTOR/SUPPLIER" in the "CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS AND SUBCONTRACTORS"
 - b. Checklist located in Article 7.01 has been removed and replaced with a reference to Section 00 11 43a
 - c. Article 11.01 Items a through g have been reformatted as Items 1 through 7.
4. **ADD** Section 00 41 43a - Bidder's Checklist, see attached

CHANGES TO THE DRAWINGS:

1. Sheet E4 – 480V Main Switchgear: **DELETE** "New" from the 1500 kW Generator and **REPLACE** with "Existing". No new generator will be supplied as part of this project.

-END OF DOCUMENT-

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END OF SECTION

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SECTION 00 21 15

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 edition) and modified by Orange Water and Sewer Authority (Copyright 2013) shall have the meanings assigned to them in the General Conditions as modified, changed, added to or deleted by the General Conditions.
- A. Issuing Office - The office at which the Bidding Documents are to be received.
- B. The term "Successful Bidder" means the lowest, qualified, responsive and responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an Award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 The Bidding Documents are identified as "Project Manual including Bidding Documents, Contract Documents, and Technical Specifications for CIP No. 272-42, Project: "Water Treatment Plant Finished Water Pumping Improvements "
- 2.02 Beginning on the 19th of December, 2019, the Contract Documents will be on file in the OWASA Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina. Printed copies of the Contract Documents may be obtained at the office of AECOM Technical Services of North Carolina, Inc. located at 1600 Perimeter Park Drive, Suite 400, Morrisville, NC 27560, upon payment of \$200 by check (non refundable) payable to AECOM Technical Services of North Carolina, Inc. for each set of Contract Documents (full size plans only) so obtained. Partial sets of Contract Documents will not be made available. Mailing and handling charges are included. Documents are available by way of electronic file transfer at no cost; or on compact disc (as portable document format (PDF) files) for a non-refundable charge of \$50.00, including shipping via overnight express service. Please email David.Gustafson@aecom.com to obtain sets of Contract Documents from AECOM.
- 2.03 The Contract Documents may be viewed free of charge at the OWASA Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina.
- 2.04 To ensure that all Bidders are kept up-to-date on any Addenda, changes, or information notices, please send an e-mail to: Reid.Campbell@aecom.com indicating your intention to prepare a Bid for the Project. Failure to complete this step may render your Bid as non-responsive.
- 2.05 Complete sets of Bidding Documents shall be used in preparing Bids; neither Orange Water and Sewer Authority nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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- 2.06 Upon receipt of Bidding Documents, Bidder shall verify that the Bidding Documents are complete. The Bidder shall notify the Engineer if they have received incomplete Bidding Documents.
- 2.07 Orange Water and Sewer Authority and Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 NOT USED
- 3.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information.
- 3.03 If the Bidder fails to demonstrate the ability to complete a majority of all portions of the Contract with equipment and personnel owned and employed by the Bidder, the Bid may be considered non-responsive.
- 3.03 The Bidder shall be licensed under Chapter 87 of the North Carolina General Statutes as a General Contractor.

ARTICLE 4 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 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 Orange Water and Sewer Authority 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, shall be obtained and paid for by Contractor.
- 4.02 Existing Site Conditions
 - A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. Article 5 of the General Conditions identifies:
 - a. Those reports known to Orange Water and Sewer Authority of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. Those drawings known to Orange Water and Sewer Authority of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. Those reports and drawings known to Orange Water and Sewer Authority relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

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2. Owner will make copies of reports and drawings referenced above available to any Bidder upon request. These reports and drawings are not to be considered 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 General 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 General Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions shall apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Orange Water and Sewer Authority and Engineer by owners of such Underground Facilities, including Orange Water and Sewer Authority, or others
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, (9:00 a.m. to 4:00 p.m., Monday through Friday) and shall not disturb any ongoing operations at the Site.
- B. On request, and to the extent Orange Water and Sewer Authority has control over the Site, and schedule permitting, Orange Water and Sewer Authority will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- C. Orange Water and Sewer Authority 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 Orange Water and Sewer Authority's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions

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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. All requests for access to the Site must be received forty-eight (48) hours prior to the preferred time of access. **All Site access requests must be made to and coordinated by the Orange Water and Sewer Authority Project Manager, Brad Barber, at (919-537-4245).**
- F. The Bidder shall not access any Site without written permission from Orange Water and Sewer Authority. The Bidder shall be responsible for any damage (including damage to any underground utility and acceptable restoration) as a result of additional subsurface investigations.

4.04 Orange Water and Sewer Authority's Safety Program

- A. Site visits and Work at the Site are to be in accordance with Orange Water and Sewer Authority's safety program. As the General Conditions indicate, an Owner's safety program exists.

4.05 Other Work at the Site

- A. Reference is made to the General Conditions for the identification of the general nature of other Work of which Orange Water and Sewer Authority is aware (if any) that is to be performed at the Site by Orange Water and Sewer Authority or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. Subsurface data are offered in good faith solely for the purpose of placing the Bidder in receipt of all information available to Orange Water and Sewer Authority and Engineer, and in no event is to be considered part of the Contract Documents.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local, Laws and Regulations, ordinances or rules that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any,



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at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

- E. consider 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 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; and (3) Bidder's safety precautions and programs;
- F. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying and specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- G. agree based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- H. become aware of the general nature of the Work to be performed by Orange Water and Sewer Authority and others at the Site that relates to the Work as indicated in the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- K. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- L. the submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has



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discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performing and furnishing of the Work.

ARTICLE 6 - PRE-BID CONFERENCE

- 6.01 Bidders are encouraged to attend a Pre-Bid Conference at 2:00 P.M., local time, on the 14th of January, 2020 at the OWASA Administrative Offices, 400 Jones Ferry Road, Carrboro, North Carolina. Representatives of Orange Water and Sewer Authority, and the Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record, such Addenda as Engineer considers necessary in response to questions arising from the Pre-Bid Conference. Oral statements may not be relied upon and shall not be binding or legally effective.
- 6.02 Bidder questions pertaining to the Work and M/WBE participation will be addressed at the Pre-Bid Conference.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the Engineer via email only to: Reid.Campbell@aecom.com. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. All Addenda will also be posted at least twenty-four (24) hours before Bids are opened. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Orange Water and Sewer Authority or Engineer.
- 7.03 **It shall be the Bidder's sole responsibility to make inquiry as to the Addenda issued.** All Addenda shall be bound and securely attached to the Bidding Documents and submitted with the Bid. All such Addenda shall become a part of the Contract Documents and Bidder shall be bound by such Addenda, whether or not received by the Bidder.

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ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by a Bid security made payable to Orange Water and Sewer Authority in an amount equal to five (5%) percent of Bidder's maximum Bid price (if alternates determined by adding the base bid and all alternates), and in the form of a certified check, or bank money order, drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation (FDIC), or a Bid Bond (on the form included in the Bidding Documents) issued by a Surety meeting the requirements of Article 6 of the General Conditions and Article 8.02 herein-below. No Bid shall be considered or accepted unless at the time of its filing the same shall be accompanied by a Bid security. Said Bid security shall guarantee that the Contract shall be entered into by the successful Bidder if the Award is made.
- 8.02 In lieu of the certified check, bank money order deposit mentioned above, the Bidder may file a Bid Bond in the same amount executed by a corporate surety authorized to execute such bonds in North Carolina and conditioned as provided by North Carolina General Statute 143-129 and in the Bid Bond form found in the Proposal section, or on file with the Engineer. Bid Bond forms shall be properly executed at the time Bids are submitted before Bid will be considered. Properly executed Power of Attorney of the corporate surety's agent shall accompany such Bid Bond, and be attached to the page provided therefore in the Contract Documents.
- 8.03 The Bid security of the apparent Successful Bidder shall be retained until Orange Water and Sewer Authority officially Awards Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice to Award, whereupon the Bid Security will be released. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within fifteen (15) calendar days after the Notice of Award, Orange Water and Sewer Authority may consider Bidder to be in default, annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The Bid security of other Bidders whom Orange Water and Sewer Authority believes to have a reasonable chance of receiving the Award may be retained by Orange Water and Sewer Authority until the earlier of seven (7) days after the Effective Date of the Agreement or ninety-one (91) calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.04 Bid security of other Bidders that Orange Water and Sewer Authority believes to have a reasonable chance of receiving the Award may be retained by Orange Water and Sewer Authority until the earlier of seven (7) calendar day after the after the Effective Date of the Contract or ninety-one (91) calendar days after the Bid opening, whereupon the Bid security furnished by such Bidders will be released.

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ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed (Contract Time) and ready for final payment are set forth in the Agreement. The Bidder shall commence Work on the date specified in the Notice to Proceed, and shall complete the Work within the stipulated Contract Time.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 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 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 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.

11.02 The burden of proof of the merit of the proposed item is upon Bidder. The Engineer's decision of approval or disapproval of a proposed item will be final.

11.03 All prices that Bidder sets forth in its Bid shall 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 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Non-Collusion Affidavit Form for all Subcontractors shall be filed with Orange Water and Sewer Authority within five (5) days after the Bid opening.

12.02 All Bidders are required to complete the M/WBE Participation Documents and submit the completed forms with its Bid.

12.03 All questions regarding M/WBE documents or requirements may be directed to the Brad Barber at (919) 537-4245.

12.04 Orange Water and Sewer Authority reserves the right to reject a proposed Subcontractor for reasonable cause.

12.05 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work, if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.05 Article 7 of the General Conditions and/or the Proposal section, require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Orange Water and Sewer Authority in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Orange Water and Sewer Authority a list

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of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Orange Water and Sewer Authority. If Orange Water and Sewer Authority or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Orange Water and Sewer Authority may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in the Bid price.

12.06 If apparent Successful Bidder declines to make any such substitution, Orange Water and Sewer Authority may Award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals, or entities. Declining to make requested substitutions will not constitute grounds of forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Orange Water and Sewer Authority or Engineer makes no written objection prior to giving of the Notice of Award will be deemed acceptable to Orange Water and Sewer Authority and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Article 7 of the General Conditions.

12.07 Subsequent to the submittal of the Bid, Orange Water and Sewer Authority may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, individual, or entity against which Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. All Bids must be submitted on the approved Bid Form furnished in the Bidding Documents.

- A. The Lump Sum and/or Unit Price for specific items shall reflect all costs associated with furnishing, installing all items of Work as indicated on the Drawings and Technical Specifications, complete, in place and accepted, per the Engineer's Contract Documents, and any other agency having jurisdiction over the Project such as: Federal Aviation Administration (FAA), North Carolina Department of Transportation (NCDOT) Standards and Specifications, North Carolina Department of Environment and Natural Resources (NCDENR) Erosion and Sediment Control Planning and Design Manual, NCDENR – Public Water Supply (PWS), and Orange Water and Sewer Authority.
- B. All blank spaces on the Bid Form shall be completed by printing in ink or by typewriter in both words and numerals, and the Bid Form signed in ink. Erasures or alterations shall be clearly initialed also in ink by the person signing the Bid Form. In case of a conflict between the price in words and its equivalent shown in numerals, the price in words shall take precedence. **PROPOSALS SHALL NOT BE CONDITIONAL, LIMITED OR RESTRICTED IN ANY WAY.**
- C. A Bid Price shall be indicated for each lump sum or unit price bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" shall be entered.
- D. The omission of prices for any item on the Bid Form, or the tendering of any unbalanced Bid, as determined by Orange Water and Sewer Authority, may be the cause for the rejection of the submitted Bid.

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- E. The estimated quantities contained on the Bid Form are for the purpose of comparing Bids. While the quantities are close approximations, they are not guaranteed. Payment will be made on the basis of the Work as actually executed at the unit prices set forth in the executed Agreement and under the provisions of such Agreement.
 - F. There shall be no additional compensation to the Bidder for materials, equipment, or Work that is incidental to the successful completion of the Contract. Incidental costs include the costs inherent to the complete installation of those individual items included on the Bid Form. For example, those costs associated with temporary electrical services, surveying, staking, deliveries and storage are incidental to the Project, and no additional payment will be made unless specifically indicated in the Bidding Documents.
 - G. Item values on the Bid Form shall be given as numerals (i.e. \$23,000.00) and in writing (i.e. Twenty-three thousand and no/100's dollars).
- 13.02 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. Insert the corporate officer's capacity under each signature. The corporate address and state of incorporation shall be shown below the signatures.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member in the presence of a witness with signature, and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature. Affix the limited liability company seal adjacent to the signatures.
- 13.04 A Bid by an individual or sole proprietorship shall be executed with a signature of the individual/sole proprietor in the presence of a witness with signature. Insert the words "Individual/Sole Proprietor" under the signature and show the Bidder's name and official address. Affix the individual/sole proprietor seal adjacent to the signature.
- 13.05 A Bid by a partnership shall be executed in the partnership name and signed by all partners (whose title must appear under the signature) in the presence of a witness with signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signatures. Affix the partnership seal adjacent to the each partner signature.
- 13.06 A Bid by a joint venture shall be executed by each party of the joint venture under their respective seals in a manner appropriate to each such party as described above for each party type. Provide a single signature sheet for each party to the joint venture.
- 13.07 All names shall be typed or printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 The Postal and email address and telephone number for communication regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of the Bidder's authority and qualification to do business in the State of North Carolina or covenant to obtain such qualification prior to the award of the Contract. Bidders shall be licensed under Chapter 87 of the North Carolina General

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Statutes as a General Contractor. Bidder's State of North Carolina contractor license number shall also be shown on the Bid Form.

- 13.11 Minority and Women Business Enterprise Ordinance (M/WBE) Forms shall be submitted with the Bid, or the Bid may be considered non-responsive. Orange Water and Sewer Authority has adopted a minimum ten (10%) percent goal for participation by minority businesses in the total value of the Work for this Project in accordance with Section 143-128.2 of the General Statutes of North Carolina.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

- A. Bidders shall submit a Bid on a Lump Sum basis as set forth in the Bid Form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed on the unit price section of the Bid Form.
- B. The "Bid Price" for each unit price Bid item will be the product of the "Estimated Quantity" for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and numerals will be resolved in favor of the words.
- D. The Bid Price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Article 13 of the General Conditions.
- E. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents as Liquidated Damages for failing to achieve Substantial Completion and/or Final Completion for each and every day after the time allowed, as set forth in the Agreement.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 Bidders shall be solely responsible for delivery of Bids in the required manner and time.
- 15.02 No Bid shall be accepted or considered unless the complete set of required and executed documents is included with the Bidder's submittal.
- 15.03 Each Bid shall include Non-Collusion Affidavits for the Bidder. Affidavits for all Subcontractors of the apparent Successful Bidder, and those Bidders requested by Orange Water and Sewer Authority, must be filed within five (5) days after the Bid opening. Blank Non-Collusion Affidavit Forms can be found in the Proposal section.



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15.04 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Section 00 11 16 - Advertisement for Bids, and shall be enclosed in an opaque sealed envelope plainly marked with the following information:

1. CIP No.: _____
2. Project: _____
3. Name of Bidder: _____
4. Address of Bidder: _____

5. Phone Number of Bidder: _____
6. Contact Person for Bidder: _____
7. Phone Number of Contact: _____
8. Bidder's North Carolina General Contractor's License Number: _____
9. The above-name Bidder has enclosed, and checked as appropriate, all items in the Section 00 41 43a – Bidder's Checklist.

15.05 Incorrect information, incomplete information, or irregularities on the Bid envelope may be cause for a Bid to be declared invalid or non-responsive. Invalid or non-responsive Bids will not be opened.

15.06 Bids received after the time listed in the Advertisement for Bids or Proposal will be returned to the Bidder unopened.

15.07 If a Bid is sent by mail it should be registered mail. The sealed envelope containing the Bid shall be enclosed in a separate mailing/delivery envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

Brad Barber
Utilities Engineer
Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, North Carolina 27510

If a Bid is sent by air/ground special delivery, express delivery, etc. (e.g. FEDEX, UPS, etc.) shall be marked as indicated above and should be addressed to:

Brad Barber
Utilities Engineer
Orange Water and Sewer Authority
400 Jones Ferry Road
Carrboro, North Carolina 27510

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Mark envelope with the Project title and Contract number in the lower left-hand corner. Bids sent by mail or express air/ground delivery and arriving after the time for opening of Bids shall not be considered as valid Bids. **SPECIAL NOTE: If the Bidder chooses delivery of the Bid by means other than in person, neither Orange Water and Sewer Authority nor the Engineer assumes responsibility for delivery to the Bid opening.** In such instances, the Bidder shall have no claim against Orange Water and Sewer Authority or Engineer.

- 15.08 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared unacceptable at Orange Water and Sewer Authority's sole discretion.
- 15.09 Bid Forms, appendices, and enclosures which are improperly prepared may be declared unacceptable at Orange Water and Sewer Authority's sole discretion.
- 15.10 Failure to provide security deposit, bonds, or insurance requirements will invalidate the Bid and therefore be considered non-responsive at Orange Water and Sewer Authority's sole discretion.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A 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.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01, and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 No Bidder may withdraw a Bid after Bid opening and prior to the conclusion to the period of time stated in the Bid Form except to the extent, if any, that may be required by law. Negligence on the part of the Bidder in preparing its Bid confers no right for the withdrawal of the Bid, after it has been opened.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids shall be opened, unless obviously non-responsive, at the time and place indicated in the Advertisement for Bids or Proposal, unless obviously non-responsive, and read aloud publicly. An abstract of the amounts of the Bids, and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 17.02 Bidders may be present at the opening of Bids, but it is not required.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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



ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Orange Water and Sewer Authority reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Orange Water and Sewer Authority further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Orange Water and Sewer Authority may also reject the Bid of any Bidder if Orange Water and Sewer Authority believes that it would not be in the best interest of the Project to make an Award to that Bidder. Orange Water and Sewer Authority also reserves the right to waive any or all informalities not involving price, time, or changes in the Work, and to negotiate terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Orange Water and Sewer Authority will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid form or prior to the Notice of Award.
- 19.04 In evaluating whether a Bidders is responsible, Orange Water and Sewer Authority will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Supplies, and other individuals or entities must be provided as provided in the Bidding Documents.
- 19.05 Orange Water and Sewer Authority may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be Awarded, Orange Water and Sewer Authority will award the Contract to the Bidder whose Bid is determined by Orange Water and Sewer Authority to be in the best interest of the Project.
- 19.07 Notice of Award or notice of intent to Award will not constitute a Contract binding on Orange Water and Sewer Authority and will not obligate Orange Water and Sewer Authority to enter into a Contract with the Bidder. Orange Water and Sewer Authority will not be legally bound before Orange Water and Sewer Authority executes and delivers to the Bidder a written Contract.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions sets forth Orange Water and Sewer Authority requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Orange Water and Sewer Authority, it shall be accompanied by such required bonds and insurance documentation.

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ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 After Orange Water and Sewer Authority has identified the Successful Bidder, Orange Water and Sewer Authority will issue to the Successful Bidder, a written Notice to Award.
- 21.02 Orange Water and Sewer Authority will give the apparent successful Bidder a Notice of Award within or ninety (90) calendar days after the day of the Bid opening. When Orange Water and Sewer Authority gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts to the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and attached documents to Orange Water and Sewer Authority. Within ten (10) days after execution of the Agreement by the Orange Water and Sewer Authority Board of Directors, Orange Water and Sewer Authority will deliver one fully executed counterpart to Successful Bidder.
- 21.03 Failure or refusal of the Bidder whose Bid is accepted to execute the Contract as hereinbefore provided shall constitute a breach by such Bidder of the Contract created by the acceptance of the Bid, and in such event, Orange Water and Sewer Authority at its option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Bid and the acceptance thereof shall be null and void. It is understood by the Bidder, in the event of the annulment of the Award, that the amount of the Bid security submitted with the Bid shall be forfeited to Orange Water and Sewer Authority, not as a penalty, but as Liquidated Damages.

ARTICLE 22 - SALES AND USE TAXES

- 22.01 The North Carolina General Assembly adopted legislation which required that Contractors pay North Carolina Sale and Use Tax on materials, supplies, fixtures, and equipment used by the Bidder in the performance of contracts with cities, counties, and towns on Contracts dated July 1, 1961 or later. This requirement also applies to Orange Water and Sewer Authority in order that Orange Water and Sewer Authority may recover the amount of tax permitted under the law.
- 22.02 The following procedure in handling the North Carolina Sales Tax is applicable to this Contract. Contractor(s) shall comply fully with the requirements outlined hereinafter, in order that the Orange Water and Sewer Authority may recover the amount of tax permitted under the law.
- A. It shall be the Contractor's responsibility to furnish Orange Water and Sewer Authority documentary evidence showing the materials used and sales tax paid by the Contractor and each of its Subcontractors with each payment request in a format approved by Orange Water and Sewer Authority.
 - B. The documentary evidence shall consist of a certified statement, by the Contractor and each of his Subcontractors individually, showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. Certified statements

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must show the invoice number or numbers, covered and inclusive dates of such invoices.

- C. Materials used from the Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- D. The Contractor shall not be required to certify the Subcontractor's statements.
- E. The documentary evidence to be furnished to Orange Water and Sewer Authority eligible for sales or use tax refunds covers sales and/or use taxes paid on building materials used by Contractor(s) and Subcontractors in the performance of Contracts with churches, orphanages, hospitals not operated for profit and other charitable or religious institutions or organizations not operated for profit and, incorporated cities, towns, and counties in this State. The documentary evidence is to be submitted to the above-named institutions, organizations and governmental units to be included in claims for refunds to be prepared and submitted by them to obtain refunds provided by G.S. 105-164.14(2) and (3) of the 1961 Statute, and is to include the purchases of building materials, supplies, fixtures, and equipment which become a part of or annex to buildings or structures being erected, altered or repaired under Contracts with such institutions, organizations or governmental units.

22.03 The Bidder shall include North Carolina Sales and Use Tax in its Bid.

END OF SECTION

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SECTION 00 41 43

PROPOSAL

(LUMP SUM CONTRACT – BID FORM)

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

EXECUTIVE DIRECTOR
ORANGE WATER AND SEWER AUTHORITY
400 JONES FERRY ROAD
CARRBORO, NORTH CAROLINA 27510
(919) 968-4421

Date: _____, 20__

OWASA CIP: **#272-42**
Project: **Water Treatment Plant Finished Water Pumping Improvements**

Name of Bidder: _____

Address of Bidder: _____

Phone Number of Bidder: _____

Contact Person for Bidder: _____

Phone Number of Contact: _____

Bidder's NC General Contractor's License Number (required): _____

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Orange Water and Sewer Authority 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.

1.03 The undersigned Bidder hereby declares that the names of all persons interested in this Bid as principals appear in the blank spaces hereinafter provided for such purpose, that this Bid is in all respects fair and without collusion, that the Bidder has examined the locations of the proposed Work, the Advertisement to Bidders, the Instructions to Bidders, Technical Specifications, M/WBE requirements of Orange Water and Sewer Authority, the Contract Documents and Bond forms, and the Drawings therein referred to and fully understands the same and agrees and accepts the terms and conditions thereof, that it is understood that



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the estimated quantities are approximate only and are given for the purpose of comparing Bids upon a uniform basis, and that said estimate shall in no way affect the unit prices for the Work.

- 1.04 The undersigned Bidder hereby agrees to furnish at the Bidder's cost the expense of all the necessary labor, tools, apparatus, machinery, equipment, transportation, and all other things which may be required to fully and properly perform all the terms, covenants, provisions, and agreements of this Contract.
- 1.05 The undersigned Bidder hereby agrees to do said Work and furnish said materials as prescribed in the Contract Documents and Technical Specifications, and, according to the Drawings and requirements of the Engineer under said Contract Documents and Technical Specifications, in a first-class manner and to the best of the undersigned's ability at the following lump sum or unit prices.
- 1.06 The undersigned Bidder has examined the Site of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the Project, we, the undersigned Bidder, hereby offers to enter into a Contract to perform the Work for the lump sum or unit prices listed in this Bid Form in lawful money of the United States of America.
- 1.07 The undersigned Bidder acknowledges that it is the intent of these Contract Documents to obtain a Contract based on a **Lump Sum Bid Price**, unless Unit Prices are applied to the various portions of the Work and are specifically requested. In the event of errors in the arithmetical extension of unit prices to total prices, the unit price bid shall govern, and the Award of the Contract shall be based on the recomputed total prices. Where discrepancy exists between words and numerals, the written words shall govern. If a Bidder submits a Bid showing a unit price for a particular item and omits an extended total for that item, or a Bidder submits a Bid showing an extended total for a particular item and omits a unit price for that item, the omitted numbers shall be computed using the equation "Estimated Quantity x Unit Bid Price = Extended Total", so that the omission shall not render the Bid non-responsive or incomplete. If the Bidder leaves blank any lines or spaces indicated for the dollar amount of any item in the Bid, that omission will be understood and treated as if the Bidder had written in zero dollars (\$0.00) for that particular item in the Bid. Before applying the preceding two (2) sentences this paragraph, the following rule shall apply in the special case that it describes: In places where it is indicated that a Bid should show both words and numerals for a particular dollar amount, if the Bid shows the dollar amount in numerals but omits to show any dollar amount in words (or vice versa), the Bid shall be treated as if it had shown the indicated dollar amount in both numerals and words.
- 1.08 The undersigned Bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid for payment purposes, for approval by the Engineer, prior to the Award of the Contract.
- 1.09 The undersigned Bidder acknowledges that all costs for mobilization, demobilization, bonds, insurance, etc. shall be included in the Lump Sum Bid Price indicated. There shall be no additional compensation for mobilization, demobilization, bonds, insurance, etc and no

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adjustments to the Lump Sum Bid based on changes in the scope of Work, including but not limited to, any additions to the Work on the Contract.

- 1.10 The undersigned Bidder acknowledges that the Project will be Awarded to the lowest responsible, responsive Bidder for the Project, as selected by Orange Water and Sewer Authority whose evaluation indicates that the Award will be in the best interest of the Project.
- 1.11 The undersigned Bidder acknowledges that all blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid Price shall be indicated for the Lump Sum or each Unit Price item listed therein, or the words, "No Bid", "No Change", or "Not Applicable" entered."
- 1.12 The undersigned Bidder acknowledges that the omission of prices for any item on the Bid Form, or the tendering of any unbalanced Bid may be the cause for the rejection of the submitted Bid.
- 1.13 The undersigned Bidder acknowledges that the payment will be made on the basis of the Work as actually executed at the Lump Sum or unit prices set forth in the executed Contract and under the provisions of such Contract.
- 1.14 The undersigned Bidder acknowledges that there shall be no additional compensation to the Bidder for materials, equipment, or Work that is incidental to the successful completion of the Contract. Incidental costs include the costs inherent to the complete installation of those individual items included on the Bid Form.
- 1.15 The undersigned Bidder acknowledges that the Non-Collusive Affidavit for the Contractor shall be submitted with the Bid, and Non-Collusive Affidavit(s) for all Subcontractors (all tiers) for the apparent low Bidder shall be submitted within five (5) calendar days of the Bid Opening.
- 1.16 The undersigned Bidder acknowledges that it has included the Bid security as required by the Instruction to Bidders.
- 1.17 The undersigned Bidder agrees to comply with all requirements of local, State, or Federal permits that may be required for the completion of the Work.
- 1.18 The undersigned Bidder shall have all proper Contractors licenses and privilege licenses required under State and local laws governing their respective trade(s).
- 1.19 The undersigned Bidder agrees that the rights of Orange Water and Sewer Authority and the recommendations of the Engineer are not to be questioned in the Award of a Contract.
- 1.20 The undersigned Bidder certifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes ("E-Verify"), and represents that it will require any subcontractors to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.



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1.21 The undersigned Bidder certifies compliance with the requirements of Article 6 of Chapter 143 of the North Carolina General Statutes (“Iran Divestment”) and that it is not listed on the State Treasurer’s Final Divestment List found at the website address www.nctreasurer.com/Iran and updated every 180 days, and represents that it will require any subcontractors to comply with the requirements of Article 6 of Chapter 143 of the General Statutes.

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 shall remain open and remain subject to acceptance, and is irrevocable, except as required by law, for ninety (90) calendar days from the Bid opening date, or for such longer period of time that Bidder may agree to in writing upon request of Orange Water and Sewer Authority.

2.02 If this Bid is accepted by Orange Water and Sewer Authority within the time period stated above, the Bidder will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required Bonds within fifteen (15) days of receipt of Notice of Award.
- Commence Work within ten (10) days after written Notice to Proceed.

2.03 If this Bid is accepted by Orange Water and Sewer Authority within the time stated, and the Bidder fails to commence the Work or fails to provide the required bonds, the Bid security shall be forfeited as damages to Orange Water and Sewer Authority by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which a Contract is signed.

2.04 In the event Bid is not accepted by Orange Water and Sewer Authority within the time stated above, the required Bid security will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.:</u>	<u>Addendum Date:</u>
_____	_____
_____	_____
_____	_____



Addendum No.:

Addendum Date:

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“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;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Orange Water and Sewer Authority, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Orange Water and Sewer Authority of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Orange Water and Sewer Authority, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

“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 (LUMP SUM SINGLE PRIME BID PRICE)

5.01 CIP: **#272-42**

Project: **Water Treatment Plant Finished Water Pumping Improvements**

Project Description:

LUMP SUM BID SHALL INCLUDE:

Installation of a new finished water pump to replace existing Pump #5 and an associated Variable Frequency Drive (VFD) at the Jones Ferry Water Treatment Plant, and all associated appurtenances as described in the Specifications and as shown on the Drawings.

The foregoing description shall not be construed as a complete description of all Work required.



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The Lump Sum Single Prime Bid Price shall reflect all costs associated with furnishing and installing, and placing into service all items of Work as indicated on the Drawings and in the Technical Specifications, complete, in place, operable and accepted by Orange Water and Sewer Authority, per the Engineer's Contract Documents.

- 5.02 The project will be awarded based on the base bid equipment listed below. The bidder must base his lump sum base bid on the listed equipment/suppliers. Deductions for Owner selected equipment/supplier substitutions will not be considered in determining the basis of award. The bidder may indicate substitute equipment/supplier items by writing in the substitute equipment/supplier item and the amount of deduction for that substitute name write-in.

Substitute equipment/supplier will be deemed as equal if the substitute is the same or better than the product named and described in the specifications in function, performance, reliability, quality and general configuration. Determination of the equality of a substitute shall be determined by the Engineer after the bid, based on submittal data received with the Contractor's bid documents. Should the write-in substitute be determined "not equal", then the bidder shall supply the equipment listed on the bid form. The Owner may determine any substitute "not equal" as the Owner determines to suit his sole best interests at any time.

Evaluation data to determine if a substitute equipment manufacturer/ supplier is an acceptable substitute must be submitted by the bidder with the bid. Information submitted after the bid will not be considered. Information submitted directly by equipment manufacturers/suppliers will not be evaluated. Minimum evaluation data shall include submittal information in conformance with Sections 01 33 23 and 01 60 00 of the contract documents. Data and drawing submittal shall be prepared specifically for this project. Incomplete submittals that do not conform with Sections 01 33 23 and 01 60 00 will not be considered. Sales catalog cuts or marked up drawings from previous projects will not be reviewed. The Bidder shall reimburse the Owner for any engineering costs associated with the review of any substitutes in accordance with the terms of the Engineer's Agreement with the Owner. The Owner is no way obligated to review substitute equipment submittals.

No substitute equipment/supplier will be considered unless, in the opinion of the Owner or Engineer, it conforms to the contract drawings and specifications in all respects, except for the make and manufacture and minor details. Design and preparation of these plans and specifications are based on the equipment/supplier noted in the Base Bid column. The bidder shall be responsible for any and all changes necessary to accommodate the substitute equipment/supplier items. The Owner shall be reimbursed for any and all associated redesign and/or construction drawings in accordance with the terms of the Engineer's Agreement with the Owner. The bidder shall also include any and all costs associated with additional construction costs (mechanical, structural, electrical, architectural, engineering, construction observation, etc.) as the result of a substitute item. The bid shall also include any paid up licenses necessary for the use of the equipment as required.



CONTRACT: OWASA CIP #272-42

PROJECT: Water Treatment Plant Finished Water Pumping Improvements

DATE: January 20, 2020

EQUIPMENT/SUPPLIER SCHEDULE (OWNER SELECTED)				
SPEC SECTION	DESCRIPTION	EQUIPMENT MANUFACTURERS/ SUPPLIERS		AMOUNT OF DEDUCTION FOR SUBSTITUTION
		Base Bid	Substitute	
33 12 00	System Supplier	Heyward Services		\$
33 12 00	Variable Frequency Drive	Square D		\$
40 95 00	SCADA System Supplier	CITI, LLC		\$

5.03 Bidder shall complete the Work in accordance with the Contract Documents for the following TOTAL LUMP SUM BID PRICE:

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CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

BID FORM

NOTE TO BIDDERS: DO NOT REMOVE THIS BID FORM
FROM THE CONTRACT DOCUMENTS

LUMP SUM SINGLE PRIME CONTRACT

Water Treatment Plant Finished Water Pumping Improvements

TOTAL LUMP SUM SINGLE PRIME BASE BID PRICE for the Project described in Sub-Article 5.01, complete as indicated by the Contract Documents (in words and numerals):

_____ Dollars

and _____ Cents (\$ _____)

Bidder _____
(Print Name)

Bidder _____
(Signature)



CONTRACT: OWASA CIP #272-42
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**CERTIFIED LIST OF EQUIPMENT/MATERIAL
MANUFACTURERS AND SUBCONTRACTORS/SUPPLIERS**

The Bidder, _____, as part of the procedure for the submission of Bids on this Project, submits the following list of Equipment/Material Manufacturers and Subcontractors to be used in the performance of Work to be done on said Project. The list of Manufacturers and all equipment/materials furnished and Subcontractors shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by Orange Water and Sewer Authority upon request by the Contractor or as required by Orange Water and Sewer Authority based upon review of Contractor's submittals:

EQUIPMENT/MATERIALS	MANUFACTURER

WORK TASK	SUBCONTRACTOR/SUPPLIER

It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions or substitutions to this certified list without the written consent of Orange Water and Sewer Authority.



CONTRACT: OWASA CIP #272-42
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CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

NAME OF SIGNER: _____
(Please Print or Type)

TITLE OF SIGNER: _____
(Please Print or Type)

DATE: _____ SIGNATURE: _____

-END OF CERTIFICATION-

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



CONTRACT: OWASA CIP #272-42
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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Substantially Complete within **308 CONSECUTIVE CALENDAR DAYS**, after the date when the Contract Time commences 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 15.03 of the General Conditions within **365 CONSECUTIVE CALENDAR DAYS**, of the date when the Contract Time commences to run.

6.02 Bidder accepts the provisions of the Agreement as to Liquidated Damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 All documents listed in Section 00 41 43a – Bidder's Checklist are submitted with and made a condition of this Bid:

ARTICLE 8 – BID CERTIFICATION

8.01 THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

SIGNATURE: _____

DATE: _____

8.02 We agree to diligently perform the Work in accordance with all Contract Documents, to complete such Work within the period as outlined in the Contract, and to begin Work within ten (10) consecutive calendar days after receipt of the Notice to Proceed from Orange Water and Sewer Authority.



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ARTICLE 9 - CONTRACTOR EXPERIENCE

9.01 The undersigned Contractor has regularly engaged in and successfully completed contract Work of this Class for a minimum of **10** years. A completed contracts summary shall be submitted that clearly demonstrates a minimum of **10** years' experience. Failure to provide this information shall be just cause for rejection of the Bid: _____

9.02 List of Contractor's personnel experienced to do this Work including and designating the Project Manager and Superintendent to be in charge of this Work showing the years of experience with this particular Work. The list shall not include Subcontractor personnel.

<u>Name</u>	<u>Experience</u>	<u>Name</u>	<u>Experience</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



9.03 List of Contractor's equipment in good condition and suitable for completion of this Contract. Contractor must be able to demonstrate ownership of all equipment necessary to complete all portions of the Contract. The list shall not include Subcontractor equipment. **Attach additional sheets as necessary.**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE 10 - BID FORM SIGNATURES

10.01 Refer to Document 00 21 15 for specific Bid Form signature requirements for corporations, partnerships, limited liability companies, individuals, or sole proprietorships.

ARTICLE 11 - QUALIFICATIONS OF BIDDERS

11.01 In order to assist the Owner in determining whether the Bidder is qualified to perform the Work, as set forth in the Contract Documents, the Bidder shall furnish the following information. Bidder shall submit detailed information required for below Items 1 through 6 with his Bid package and at the discretion of the Bidder the information required under Item 7 can be furnished after Bids are received if required by the Owner and Engineer to evaluate the financial qualifications of a prospective Bidder. **Attach additional sheets as necessary.**

1. List and describe a minimum of three (3) previous projects of similar size and nature completed in the last ten (10) years. Be sure the description includes the type of pumps installed (vertical turbine, centrifugal, submersible, etc.) and the pump capacity (in gallons per minute). For each project, also list:
 - a. Owner, contact and telephone number;
 - b. original bid price and final construction cost;
 - c. specified completion time and actual completion time;
 - d. explanations for differences in costs and times as required.
2. List and describe current projects, current status of job and estimated schedule of completion.
3. List references who are qualified to judge as to Bidder's financial responsibility and experience in work of similar nature to that bid upon.
4. Past Safety Performance Data; EMR and 3-years of DART (provide in Section 11.02)
5. Debarment status (provide in Section 11.02)
6. Information on claims, judgements, and final resolutions (provide in Section 11.02)
7. Financial Statement:



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ASSETS

CURRENT ASSETS:

Cash \$ _____
 Notes and Accounts Receivable \$ _____
 Inventories \$ _____

PLANT ASSETS:

Real Estate \$ _____
 Machinery \$ _____
 Good Will, Patents, etc. \$ _____

LIABILITIES:

Notes Payable \$ _____
 Accounts Payable \$ _____
 Accrued Wages \$ _____
 Other Liabilities \$ _____

EXCESS OF
 ASSETS OR
 NET WORTH \$ _____

Note:

1. The above is a suggested form for the Financial Statement, and the Bidder is not required to follow the form explicitly. The Financial Statement submitted must clearly show to the satisfaction of the Owner the Bidders current financial condition. The Owner reserves the privilege of requiring additional information as to financial responsibility of the Bidder prior to awarding Contract.

11.02 Provide responses for the following items:

- a. **Past Safety Performance:** Provide Experience Modification Rate (EMR) and Days Away, Restricted, or Transferred (DART) Rate numbers below:

- i. Current Year EMR = _____

- i. Generally, an EMR greater than 1.5 will not be considered qualified. Bidders with an EMR greater than 1.5 shall provide additional supporting information if they believe that extenuating circumstances unrelated to job site safety have resulted in their high EMR.

- ii. Previous 3 Years DART Rates = _____, _____, _____

- i. Generally, a three-year average DART rate greater than 1.50 times the national rate for the North American Industry Classification System (NAICS) Code 237 (heavy and civil construction) will not be considered qualified. Bidders with a three-year DART rate greater than 1.50 times the NAICS Code 237 rate shall provide additional supporting information if they believe that extenuating circumstances unrelated to job site safety have resulted in their high DART rate.

- b. **Debarment Status:** Has the Bidder, or any affiliate, ever been the subject of any of the following actions:

- i. Debarment.....Yes___No___



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- ii. Deletion from a Prequalified Bidders ListYes__ No__
- iii. Other action which resembles debarmentYes__ No__

- c. **Claims/Final Resolution/Judgments** - Have any of the following actions occurred on, or in conjunction with, any project performed by the Bidder, any affiliate, or their officers, partners or directors in the last five years?
 - i. Legal Action Implemented by Contractor against Owner.....Yes__ No__
 - ii. Legal Action Implemented by Contractor against Subcontractor...Yes__ No__
 - iii. Legal Action Implemented by Owner.....Yes__ No__
 - iv. Legal Action Implemented by Subcontractor.....Yes__ No__
 - v. Settlement or Close Out Agreement in effect with Owner.....Yes__ No__
 - vi. JudgmentsYes__ No__
 - vii. Arbitrations.....Yes__ No__

ARTICLE 12 – SEQUENCE OF WORK

- 12.01 The Sequence of Work may dictate extensive temporary installation until final and complete installation can be made. In this Section there is an attempt to address major steps in the order of construction but in no way should be considered as a complete and comprehensive guide through the construction phase. The Contractor is encouraged to make suggestions for modifications to this Sequence of Work to simplify or streamline the construction process. Any suggestions are to be presented to the Engineer for consideration and approval. Items of Work not specifically stated herein that are required to accomplish the project construction and keep the system in service (or on bypass) will not be considered as extra work and Change Orders for such will not be considered.

- 12.02 The Sequence of Work shall be as approved by the Engineer; however, this shall in no way affect the responsibility of the Contractor.

- 12.03 Coordinate all Work with Orange Water and Sewer Authority to minimize disruption of ongoing operations. Work may be required to be performed on weekends and/or at night to minimize disruption of normal operations.

- 12.04 Coordination shall be made with Orange Water and Sewer Authority prior to disconnecting/connecting to existing utilities (water or sewer mains).

- 12.05 Coordination shall be made with Orange Water and Sewer Authority for the disinfection, flushing and pressure testing of waterlines.

ARTICLE 13 - INTERIM COMPLETION DATES [NOT USED]

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CORPORATION

The Corporate Seal of

(Bidder - print the full legal corporate name of firm)

(President/Vice President/Authorized Corporate Officer)

(Seal)

was hereunto affixed in the presence of:

(Secretary/Assistant Secretary)

(Seal)

Corporate Address:

(State of Incorporation)



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LIMITED LIABILITY COMPANY

(Bidder - print the full legal name of firm)

(Authorized Firm Member)

(Seal)

was hereunto affixed in the presence of:

(Witness)

(Seal)

Firm Address:

(State of Formation)



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INDIVIDUAL OR SOLE PROPRIETORSHIP

(Bidder - print the full name of individual or sole proprietorship)

(Seal)

Individual or Sole Proprietorship Address:



PARTNERSHIP

(Bidder - print the full legal corporate name of partnership)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(Partner and Title)
(Seal)

(All Partners shall sign, additional signatures with titles and seals may be added below.)

was hereunto affixed in the presence of:

(Witness)
(Seal)

Partnership Address:



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JOINT VENTURE

If the Bid is a joint venture, add additional forms of execution for each member of the joint venture in the appropriate manner using the forms from above.



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BID BOND

This is a Bid Bond that is subject to the provisions of G.S. 143-129 (b) of the North Carolina General statutes.

This Bond is executed on _____, 20____

The name of the Principal is _____
(Correct name of Contractor)

(A Corporation, a Partnership, or an Individual, as the case may be)

The name of the Surety is _____

Orange Water and Sewer Authority is the Owner.

The amount of the Bond is _____
_____ (Dollars) \$ _____

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named Owner hereinafter called the Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

Water Treatment Plant Finished Water Pumping Improvements

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for its faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid;
- (c) Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.



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BID BOND (CONTINUED)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Execution by Principal: **(If Contractor is a Partnership, all partners should execute Bond below)**

ATTEST:

Principal Secretary
(SEAL) BY: _____
Principal

Principal

Principal

Witness as to Principal (Address)

(Phone Number)

Execution by Surety:
ATTEST:

N. C. Resident Agent
(SEAL) _____
Surety

(Address)

Witness as to Surety (Phone Number)



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**POWER OF ATTORNEY
(Attach)**



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PROPOSAL SIGNATURE

Bidder operates under the legal name of _____

BIDDERS COMPLETE THE APPROPRIATE SECTION*

CORPORATION* The Bidder is a corporation, has a corporate seal and the full names of its officers are:

President _____

Secretary _____

Vice President _____

Treasurer _____

The _____ (officer's title) is authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken on _____, 20____ a certified copy of which is attached. (Strike out previous sentence if not applicable. This section must be completed if President or Vice President is not the signatory party.)

PARTNERSHIP* The Bidder is a partnership consisting of individual partners whose full names are:

INDIVIDUAL* The Bidder is an individual whose full name is:

Print Name of Legal Entity

By: _____

Print name and title of signatory

CORPORATIONS ONLY – Secretary or Assistant Secretary attest and affix corporate Seal:

Circle one: Secretary or Assistant Secretary

State of Incorporation

Address and telephone number

Subscribe and sworn to me this _____ day of _____, 20____.

_____ (Seal)

My Commission Expires: _____



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CONTRACT: OWASA CIP #272-42
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CONTRACTOR'S AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF _____

COUNTY OF _____

_____ being the first duly sworn on oath deposes and says that the Bidder on the attached Bid proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

1. CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of _____ and its President is _____;

its Secretary is _____,

and it does have a corporate seal. The _____ (officer's title) is authorized to sign construction Contracts and Bids for the company by action of its Board of Directors taken on _____, 20____, a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP:

The Bidder is a partnership consisting of _____ and _____, partners doing business under the name of _____.

3. INDIVIDUAL / SOLE TRADER:

The Bidder is an individual and if operating under a trade name, such trade name is as follows:

4. ADDRESS:

The business address of the Bidder is as follows: _____

Its phone number is _____.

Bidder

By: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My commission expires: _____

Notary Public

(SEAL)



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CONTRACT: OWASA CIP #272-42
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NON-COLLUSION AFFIDAVIT FOR CONTRACTOR'S

STATE OF _____

COUNTY OF _____

_____ being first duly sworn,
deposes and says that:

- (1) He/She is the: _____
Owner, Partner, President, Vice President or other officer with evidence of authority attached
of _____
the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such BID is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired; connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

BY: _____

ITS: _____
Title

CORPORATIONS ONLY

Secretary or Assistant, attest & affix corporate seal

Subscribed and sworn to before me this _____ day of _____, 20__

_____ My commission expires: _____

Notary Public (SEAL)



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CONTRACT: OWASA CIP #272-42
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NON-COLLUSION AFFIDAVIT FOR SUBCONTRACTOR(S)
(DUE WITHIN 5 DAYS OF THE BID OPENING)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn,
deposes and says that:

- (1) He/She is _____ of _____, hereinafter referred to as the "Subcontractor";
- (2) He/She is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in _____ (City or County, and State);
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____, 20__

_____ My commission expires: _____

Notary Public
(Seal)



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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

During the performance of this Contract the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice; to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Owner Contracts,
- e. The Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Owner so that such provisions will be binding upon each Subcontractor or vendor.

(Complete this section for signatures by a CORPORATION):

(CORPORATE SEAL)

Corporate Name

ATTEST:

Secretary* or Assistant Secretary*

BY:

President* or Vice President*

*choose one

(Complete this section for signatures by PARTNERSHIP and INDIVIDUAL):

WITNESS:

BY:

(Seal)

(ACKNOWLEDGEMENT OF THE ABOVE SIGNATURE MUST BE NOTARIZED USING THE FORM ON THE FOLLOWING PAGE)



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**ACKNOWLEDGEMENT FOR
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Corporate Acknowledgement

(Use this portion of the form for acknowledgement of signature by a Corporation):

STATE OF _____

COUNTY OF _____

I, the undersigned notary public, do hereby certify that _____
personally appeared before me this day and acknowledged that he/she is *Secretary* or Assistant
Secretary** of _____,
a corporation, and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in its name by its *President* or Vice President**, sealed with its corporate
seal, and attested by himself as its *Secretary* or Assistant Secretary**.

**choose one*

WITNESS my hand and notarial seal this _____ day of _____, 20____

My commission expires _____.
(SEAL)

Notary Public

Individual or Partnership Acknowledgement

(Use this portion of the form for acknowledgement of signature by a partnership or an individual.)

NORTH CAROLINA

(Enter correct State and County if different
than shown.)

_____ COUNTY

I, the undersigned Notary Public, do hereby certify that, _____
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

WITNESS my hand and notarial seal this _____ day of _____, 20____

My commission expires: _____.

Notary Public (SEAL)



CONTRACT: OWASA CIP #272-42
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MINORITY BUSINESS PARTICIPATION

Provide with the Bid:

Under GS 143-128.2(c) the undersigned Bidder shall identify on its Bid Proposal 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 Contractor that performs all of the Work with its own workforce may submit an **Affidavit B** to that effect in lieu of **Affidavit A** required above.

After the Bid opening:

Orange Water and Sewer Authority will consider all bids and alternates, and determine the lowest responsible, responsive Bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest Bidder, the following:

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 10% goal established. This affidavit shall give rise to the presumption that the Bidder has made the required good faith effort; or **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.

These forms are included herein:

- (1) Identification of Minority Business Participation
- (2) Affidavit A – Listing of the Good Faith Effort
- (3) Affidavit B – Intent to Perform Contract with Own Workforce
- (4) Affidavit C – Portion of Work to be Performed by Minority Firms
- (5) Affidavit D – Good Faith Efforts
- (6) Good Faith Effort Guidelines



CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

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CONTRACT: OWASA CIP #272-42

PROJECT: Water Treatment Plant Finished Water Pumping Improvements

DATE: January 20, 2020

Identification of Minority Business Participation

I, _____

_____,
(Name of Bidder)

do hereby certify that on this Project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone # Category	Work type	*Minority

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) _____



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State of North Carolina AFFIDAVIT A – Listing of the Good Faith Efforts

County of _____

Affidavit of _____ (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive (NC Administrative Code 01 NCAC 30I .0102)

- 1 – (10 pts)** Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due.
- 3 – (15 pts)** Breaking down or combining elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attending any prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 – (20 pts)** Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

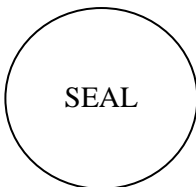
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the OWNER. Substitution of contractors must be in accordance with GS 143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the BIDDER to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this ____ day of _____ 20____

Notary Public _____ My commission expires _____



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AFFIDAVIT B – Intent to Perform Contract with Own Workforce

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

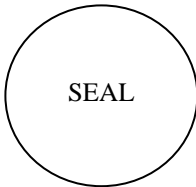
The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this ___ day of _____ 20__

Notary Public _____

My commission expires _____



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AFFIDAVIT C – Portion of the Work to be Performed by Minority Firms

County of _____

***** (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) *****

If the portion of the Work to be executed by minority businesses as defined in G. S. 143-128.2(g) is **equal to or greater than 10%** of the Bidders Total Contract Price, then the Bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive Bidder within **72 hours** after notification of being low Bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)

Project ID# _____ Amount of Bid \$ _____
I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Pursuant to G. S. 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

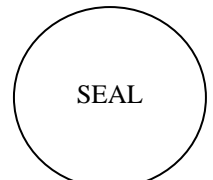
Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

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Proposal – Lump Sum Single-Prime Contract Bid Form
00 41 43-46



Orange Water & Sewer Authority

Water Treatment Plant Finished
Water Pumping Improvements

CONTRACT: OWASA CIP #272-42
 PROJECT: Water Treatment Plant Finished Water Pumping Improvements
 DATE: January 20, 2020

AFFIDAVIT D – Good Faith Efforts

County of _____

***** (NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL) *****

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of: _____

(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American, Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions.

Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Proposal – Lump Sum Single-Prime Contract Bid Form

00 41 43-47



Orange Water & Sewer Authority

Water Treatment Plant Finished
Water Pumping Improvements

CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

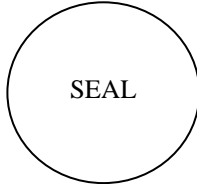
AFFIDAVIT D – Good Faith Efforts (continued)

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this ____ day of _____ 20____

Notary Public _____

My commission expires _____





Orange Water and Sewer Authority

OWASA is Carrboro-Chapel Hill's not-for-profit public service agency delivering high quality water, wastewater, and reclaimed water services.

Good Faith Effort Guidelines

Note: It is mandatory that the Identification of Minority Participation form and Affidavit "A" Listing of Good Faith Efforts be properly completed as defined in the document specifications and submitted with the Bid (unless the prime contractor intends to perform 100% of the work with Own Workforce and properly executes Affidavit B).

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

OWASA will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made.

Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals. This list is not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. **The bidder must solicit this interest within at least 10 days prior to bid opening** to allow the MBEs/WBEs to respond to the solicitation. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
 - (1) **Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.**
 - (1) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as



to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. **Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.**
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal. **Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.**
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, OWASA may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, OWASA may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

-END OF DOCUMENT-

Proposal – Lump Sum Single-Prime Contract Bid Form
00 41 43-51



Orange Water & Sewer Authority

Water Treatment Plant Finished
Water Pumping Improvements

CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

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Proposal – Lump Sum Single-Prime Contract Bid Form
00 41 43-52



Orange Water & Sewer Authority

Water Treatment Plant Finished
Water Pumping Improvements

CONTRACT: OWASA CIP #272-42
 PROJECT: Water Treatment Plant Finished Water Pumping Improvements
 DATE: January 20, 2020

SECTION 00 41 43a

Bidder's Checklist

This checklist shall be included as the first page of the submitted bidding documents. As outlined in Section 00 41 43 Article 7.01 of the Proposal the following items shall be included with the fully executed Section 00 41 43 Proposal:

		Bid Forms, including:
	A.	Executed Lump Sum Bid Form
	B.	Certified List of Equipment/Material Manufacturers and Subcontractors/Suppliers
	C.	Certification Affidavit
	D.	Bid Certification
	E.	Contractor Experience
	F.	Qualifications of Bidders
	G.	Appropriate Bid Form Signature Page
	H.	Bid Security or Bid Bond and Power of Attorney
	I.	Proposal Signature Page
	J.	Contractor's Affidavit of Organization and Authority
	K.	Non-Collusion Affidavit of Bidder
	L.	Equal Employment Opportunity Certification
	M.	Acknowledgement for Equal Employment Opportunity Certification
	N.	Bidder's North Carolina General Contractor's License
		M/WBE Forms, including:
	O.	Identification of Minority Business Participation
	P.	Affidavit A or B

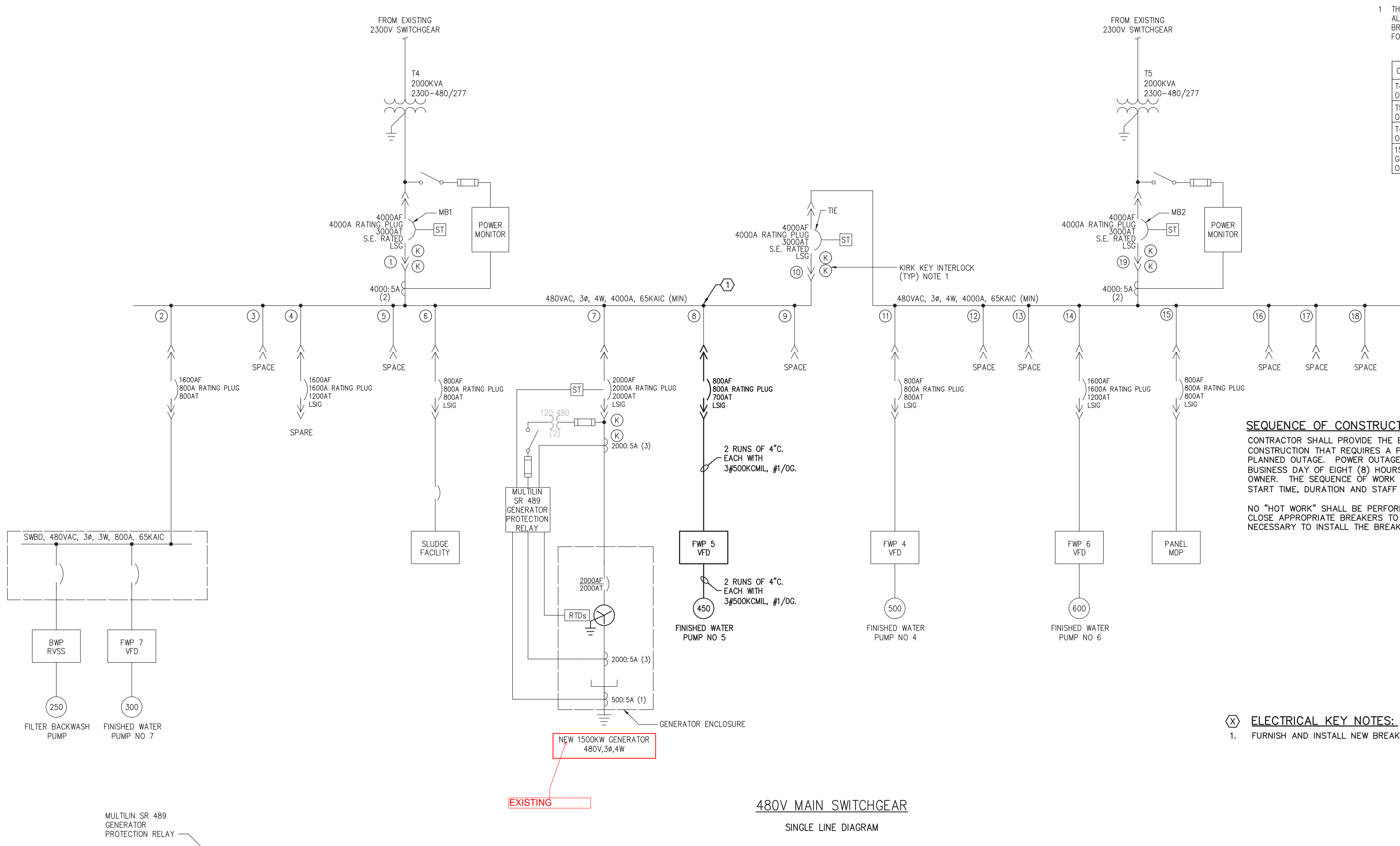
* Within five (5) day of bid opening, Contractor shall file a Non-Collusion Affidavit for Sub-Contractors. And within 72 hours of bid opening Contractor shall file Affidavits C or D within 72 hours of being informed of low bid.

Bidder's Checklist
 00 41 43a-1

CONTRACT: OWASA CIP #272-42
PROJECT: Water Treatment Plant Finished Water Pumping Improvements
DATE: January 20, 2020

-END OF DOCUMENT-

Last saved by: STEVEN DUTTON(2019-12-10) Last Plotted: 2019-12-10
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 Project Management Initials: Project Eng.: VCM
 Designer: ATS
 Drafter: ATS
 Checked: KBC
 Approved: VCM
 ANS I D 22' x 34'



480V MAIN SWITCHGEAR
SINGLE LINE DIAGRAM

METERING	TVSS		SPACE ⑨	SPACE	METERING	TVSS
MAIN ①	800A ⑥	TIE ⑩	MAIN ⑰			
SPACE ②	1600A SPARE ④	2000A ⑦	800A ⑪	SPACE ⑬	800A ⑮	SPACE ⑰
SPACE ③	SPACE ⑤	800A ⑧	SPACE ⑫	1600A ⑭	SPACE ⑯	SPACE ⑱

NO SCALE

NOTES:

1 THE KIRK INTERLOCK SYSTEM IS DESIGNED TO ONLY ALLOW THE MAIN, TIE AND GENERATOR CIRCUIT BREAKERS TO BE OPEN OR CLOSED IN THE FOLLOWING CONDITIONS:

CONDITION	MB1	MB2	TIE	GB
T4 ONLY ON LINE	CLOSED	OPEN	CLOSED	OPEN
T5 ONLY ON LINE	OPEN	CLOSED	CLOSED	OPEN
T4 & T5 ON LINE	CLOSED	CLOSED	OPEN	OPEN
1500KW GENERATOR ON LINE	OPEN	OPEN	CLOSED	CLOSED

SEQUENCE OF CONSTRUCTION:

CONTRACTOR SHALL PROVIDE THE ENGINEER A SEQUENCE OF WORK FOR ANY CONSTRUCTION THAT REQUIRES A POWER OUTAGE ONE (1) WEEK PRIOR TO PLANNED OUTAGE. POWER OUTAGES SHALL BE LIMITED TO A NORMAL BUSINESS DAY OF EIGHT (8) HOURS, BUT NEEDS TO BE APPROVED BY THE OWNER. THE SEQUENCE OF WORK SHALL INCLUDE TASKS TO BE PERFORMED, START TIME, DURATION AND STAFF REQUIREMENTS (NUMBER OF PERSONNEL).

NO "HOT WORK" SHALL BE PERFORMED. CONTRACTOR SHALL OPEN AND CLOSE APPROPRIATE BREAKERS TO ISOLATE THE PORTION THE SWITCHGEAR NECESSARY TO INSTALL THE BREAKER AND FEEDERS.

ELECTRICAL KEY NOTES:

- FURNISH AND INSTALL NEW BREAKER AS SHOWN.

BID DOCUMENTS
 THESE DOCUMENTS ARE FOR THE PURPOSE OF SOLICITATION OF BIDS AND ARE NOT FOR USE FOR CONSTRUCTION

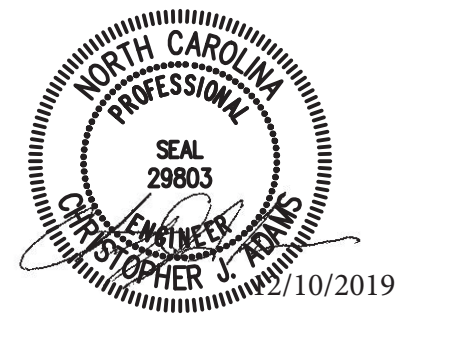


PROJECT
 Jones Ferry Road Water Treatment Plant Finished Water Pump Replacement

CLIENT
 Orange Water And Sewer Authority
 400 Jones Ferry Road
 Carboro, North Carolina 27510
 Contact Telephone 919.537.4232

CONSULTANT
 AECOM
 1600 Perimeter Park Drive,
 Morrisville, NC 27560.
 919.461.1100 tel 919.461.1415 fax
 www.aecom.com
 Firm # F-0342

REGISTRATION



ISSUE/REVISION

IR	DATE	DESCRIPTION

KEY PLAN

SHEET SCALE: AS SHOWN

PROJECT & FILE NUMBER

PROJECT NUMBER: 60590436
 FILE NUMBER:

SHEET TITLE

ELECTRICAL ONE-LINE

SHEET NUMBER

E4

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