DOCUMENT 00 91 13

ADDENDA

ADDENDUM NO. 02

DATE: **November 4, 2021**

PROJECT: **EAST MAIN STREET SANITARY SEWER REHABILITATION AND REPLACEMENT – PHASE I**

OWASA CIP NUMBER: **276-63**

OWNER: **ORANGE WATER AND SEWER AUTHORITY**

ENGINEER: **McKim & Creed, Inc.**

TO: **Prospective Bidders**

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated October 2021, 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 57 pages.

CLARIFICATIONS:

1. Refer to the Pre-Bid Meeting Minutes issued in Addendum No.1 for low-pressure air, vacuum, and mandrel (deflection) testing requirements. As a clarification, in addition to waiving other testing requirements as stated in Addendum No. 1, low-pressure air testing of sanitary sewer service connections to the new sanitary sewer main will be waived for the project. However, if the Engineer or OWASA observe sanitary sewer service installation procedures not in accordance with the Contract Documents, testing may be required.

CHANGES TO THE SPECIFICATIONS:

1. Replace Specification Section 01 10 26 – Unit and Lump Sum Prices in its entirety with the attached revised Specification Section 01 10 26 – Unit and Lump Sum Prices (Addendum No. 2).

2. Replace Specification Section 00 41 44 – Proposal (Unit Price Contract – Bid Form) in its entirety with the attached revised Specification Section 00 41 44 – Proposal (Unit Price Contract – Bid Form) (Addendum No. 2).

3. Specification 01 19 00 – Special Project Provisions

   Add the following under Part B Section 2530 - Sanitary Sewer, item DD:

   “Add the following as Article 2.1, item F to Section 02530 – Sanitary Sewer: For pipe segments installed in areas of petroleum contaminated soil, provide Protecto 401-lined ductile iron pipe with Nitrile Buna-N gaskets wrapped in a single layer of polywrap.”

CHANGES TO THE DRAWINGS:

1. Add the following Note 3 to Sheet C2: "3. Prior to construction, Contractor shall provide two (2) test holes. One (1) test hole shall be approximately five feet from southeast of MH 51594, and one (1) test hole shall be approximately five feet southwest of MH 5628. Test holes shall extend to a depth of 18 inches below the invert on Pipe Segment 683 between MH 51594 and MH 5628 and shall be tested for petroleum contaminated soils using appropriate air/gas monitoring equipment and industry standard practices for determining the presence of petroleum contaminated soils. If results of the air/gas monitoring indicate petroleum soil contamination exists in either test hole, Contractor shall remove and properly dispose of soil and install Pipe Segment 683 as 8-inch 401-lined ductile iron pipe with Nitrile Buna-N Gaskets and one layer of polywrap."

2. Delete Details MC-03 and MC-04 on Sheet D2 and replace with the attached Detail 654.01 (Addendum No.2).

3. Add the following as a Note on Sheet TMP-3A, under Phase I-Step A: "Law enforcement and flaggers shall be utilized throughout this phase to guide traffic. Signals will be put into flash mode and law enforcement in conjunction with flaggers will be stationed at both ends of the work zone."

4. Remove Sheet TMP-4 and Sheet TMP-11 and replace with the attached revised TMP-4 (Addendum No. 2) and TMP-11 (Addendum No.2).

RESPONSES TO BIDDER QUESTIONS:

Bidder Question 1: How many services are included in the project limits?

Engineer Response to Bidder Question 1: The Engineer based the quantity of services included in the Bid Form on the number of services that were identified in CCTV inspections performed by OWASA in early 2021. Per Section 01 10 00 Summary of Work, Article 1.10-D, the Contractor shall perform pre-construction CCTV inspections to document location of all services and shall notify Engineer and OWASA immediately should a changed condition be verified. Changed conditions shall be paid for through the General Conditions of the Contract.

Bidder Question 2: Can the Engineer provide a copy of the existing CCTV data?

Engineer Response to Bidder Question 2: Due to the large volume of data included in the CCTV inspections, the Engineer is unable to provide a copy of existing CCTV data to each prospective bidder. Per specification Section 01 10 00 Summary of Work, Article 1.10-D, the Contractor shall perform pre-construction CCTV inspections of sewer mains and sewer manholes.

Bidder Question 3: Regarding Detail MC-04, "TEMPORARY ASPHALT REPAIR (NCDOT ROADS INSIDE NCDOT RESURFACING PROJECT", please confirm that Notes 2 & 3 are not required as a part of this detail. This being a temporary asphalt patch because of the future plans to resurface this road, we will not need to provide more than 2-3" of surface course or mill & overlay outside of the shown 8' tee section.

Engineer Response to Bidder Question 3: As included in this Addendum, Detail MC-03 and Detail MC-04 are being removed from the Drawings and replaced with NCDOT Detail 654.01. Resurfacing shall be in accordance with this detail.

Bidder Question 4: Callout for MH 5675 states "Alternate No.1" underneath MH name. Please confirm this is a part of the base bid.

Engineer Response to Bidder Question 4: Delete “Alternate No. 1” from this manhole name. MH #5675 is to be included as a part of the base bid.

Bidder Question 5: Between Station 200+05 and MH #5675, there is an existing 8” CI waterline that runs mostly on top of the proposed sanitary sewer alignment. This waterline will need to be removed from its current position in order to install the new sewer line. Can it be valved off at both ends, using existing gate valves shown on sheet and taken out of service during installation of proposed sewer line? What material would the owner prefer the waterline be reinstalled with, and should it follow the same alignment and utilize the same appurtenances removed?

Engineer Response to Bidder Question 5: Existing utilities shown on the plans were identified through online records research only. Per Note 9 on Sheet G2, Contractor shall be responsible for determining location, depth, material type, and condition of existing utilities prior to construction. If existing utilities are in conflict with the proposed work, the Contractor shall notify the Engineer and OWASA immediately and cost of relocating existing utilities shall be paid for through the Utility Relocation Allowance or through the General Conditions of the Contract. Should water main be relocated, it shall be reinstalled in accordance with the latest OWASA water main specifications.

Bidder Question 6: Confirm that bypass pumps will not be required to have alarms.

Engineer Response to Bidder Question 6: Contractor shall provide bypass pumping in accordance with the requirements in Specification Section 02530 – Sanitary Sewer Article 3.5, and Specification Section 02710 – Short-Term Bypass Pumping, as applicable.

Bidder Question 7: Confirm that each bypass pump utilized at any given time will need its own backup pump. A single backup pump cannot be kept for a pumping operation using (2) or more pumps?

Engineer Response to Bidder Question 7: Contractor shall provide bypass pumping in accordance with the requirements in Specification Section 02710 – Short-Term Bypass Pumping, including Article 1.1.C.6.

Bidder Question 8: In traffic control Phase 1 Step A, where is the bypass pump proposed to discharge? Current limits of this step of traffic control do not provide for a downstream manhole to pump to.

Engineer Response to Bidder Question 8: Refer to the revised Sheet TMP-4 (Addendum No. 2) as attached to this Addendum.

Bidder Question 9: Is the use of lay flat discharge hose allowed?

Engineer Response to Bidder Question 9: The Engineer will consider the use of lay flat discharge hose during the bypass pumping submittal review process.

Bidder Question 10: For the vast majority of sewer replacement in E. Main St, there is an existing telecom line that runs mostly on top of the proposed sanitary sewer alignment. This telecom line will need to be excavated and possibly shifted, if not relocated if shifting is not possible to install the proposed sewer replacement. It should be noted that this process is not clearly depicted in the drawings and could add delays to the project if the telecom line does in fact need to be relocated.

Engineer Response to Bidder Question 10: Existing utilities shown on the plans were identified through online records research only. Per Note 9 on Sheet G2, Contractor shall be responsible for determining location, depth, material type, and condition of existing utilities prior to construction. If existing utilities are in conflict with the proposed work, the Contractor shall notify the Engineer and OWASA immediately and cost of relocating existing utilities shall be paid for through the Utility Relocation Allowance or through the General Conditions of the Contract.

Bidder Question 11: The project documents state that a total of 49 days of rain over .1 inches can be expected between January and May. If this is the case, then it greatly reduces the amount of workable days between January 3rd, First Monday in January, and May 31st. How does OWASA and the Engineer plan to handle the potential for delays due to rain?

Engineer Response to Bidder Question 11: The Engineer and OWASA will consider reasonable requests for alternate work hours and contract extensions as necessary throughout the duration of the construction. Any request for alternate work hours will need to be coordinated and approved by OWASA, NCDOT, and the Town of Carrboro.

Bidder Question 12: If items, such as undocumented sewer laterals, or other utilities, are uncovered during the installation of the proposed sewer line, are we to understand that OWASA will allow for the increase in project duration to offset delays encountered in dealing with these undocumented items?

Engineer Response to Bidder Question 12: Prior to construction, the Contractor is required to document the existing utilities throughout the project corridor as well as perform pre-construction CCTV of the existing sanitary sewer infrastructure. Undocumented sewer laterals or other utilities encountered during construction that are in conflict with the construction of the sanitary sewer shall be brought to the attention of the Engineer and OWASA immediately. Costs for these undocumented sewer laterals or other existing utilities shall be paid for through the Utility Relocation Allowance or through the General Conditions of the Contract.

-END OF DOCUMENT-



DOCUMENT 00 41 44

PROPOSAL

(UNIT PRICE 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: **#276-63**

Project: **East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1**

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 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 ***Unit Price Bid***, unless Lump Sum 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 Lump Sum Bid items 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 Unit Price Bid indicated. There shall be no additional compensation for mobilization, demobilization, bonds, insurance, etc and no adjustments to the 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 Unit Prices or Lump Sum 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 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.

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:

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.

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 e execution of the Contract.

ARTICLE 5 – BASIS OF BID (UNIT PRICE BID)

5.01 CIP: **#276-63**

Project: **East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1**

Project Description:

UNIT PRICE BID SHALL INCLUDE:

- Removal and replacement of approximately 1,700 linear feet of 8-inch diameter existing sanitary sewer main with new 8-inch diameter sanitary sewer main, including two (2) point repairs.
- Removal and replacement of approximately 300 linear feet of 10-inch diameter existing sanitary sewer main with new 12-inch diameter sanitary sewer main.
- Removal and replacement of eight (8) existing sanitary sewer manholes and installation of two (2) new sanitary sewer manholes.
- Re-establishment or replacement of existing laterals as shown on the Contract Documents.
- Work is confined within the public rights-of-way owned by the NCDOT or Town of Carrboro.
- Applicable traffic control, bypass pumping, restoration, erosion and sediment control, permitting, and other items required to meet local requirements and requirements as described in the Contract Documents.

CONTINGENCY ALLOWANCE: The Contractor shall include in its Bid a contingency allowance in the amount of **$25,000.00**. *The contingency allowance shall only be used at the specific direction and written approval of the Engineer.*

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

The Unit Price Bid 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 Orange Water and Sewer Authority has established a "Contingency Allowance" for this project. The contingency allowance is intended to provide adequate budget to cover items not precisely determined by Orange Water and Sewer Authority, and unforeseeable conditions prior to the Bid. Orange Water and Sewer Authority has provided for a contingency allowance of $25,000.00 as indicated in the Proposal. Funds allocated as part of the allowance will be used *at the sole discretion of Orange Water and Sewer Authority*. This allowance is included on the Bid Form in the Proposal, and will be included in the total amount of each Bid. Orange Water and Sewer Authority shall approve use of the contingency allowance funds prior to any Work associated with a contingency allowance being performed. The Contractor shall invoice items authorized for payment under the Contingency Allowance with its monthly pay applications. The amount invoiced will be deducted from the indicated amount.

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

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CIP NO.: 276-63
PROJECT: East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1
DATE: October 2021

BID FORM

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

UNIT PRICE BID CONTRACT

SECTION A - EAST MAIN ST, SOUTH GREENSBORO STREET, LLOYD ST

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization (maximum 3% of Section A)	LS	1	$	$
Sanitary Sewer Mains					
2	Remove and Replace by Open Cut				
a	8" C900 PVC, 0-10' Depth	LF	1,275	$	$
b	Additional cost to install 8-inch 401-lined DIP with Nitrile Gaskets and Polywrap in lieu of PVC on Pipe Segment 683	LF	128	$	$
3	Sanitary Sewer Point Repair (up to 18-feet in length)				
a	8" DIP, Class 350 Sanitary Sewer w/ 401 Lining, 0-10' Depth	EA	1	$	$
b	8" C900 PVC Sanitary Sewer, 0-10' Depth	EA	1	$	$
4	Cleaning, Flushing, CCTV Inspection for Sanitary Sewer (Applies to Bid Items 2 and 3 only)	LF	1,722	$	$
Sanitary Sewer Manholes					
5	Remove Existing Manhole and Replace with new Precast Concrete Manhole (4-foot Diameter w/ Epoxy Lining)				
a	6'-8' Depth	EA	6	$	$
6	Install New Manhole on 8-inch Sewer Main (4-foot Diameter w/ Epoxy Lining)				
a	6'-8' Depth	EA	1	$	$
7	Install New Doghouse Manhole on Existing 10-inch Sewer Main (4-foot Diameter w/ Epoxy Lining)				
a	6'-8' Depth	EA	1	$	$
Sanitary Sewer Service Laterals					
8	Sanitary Sewer Service Lateral Remove and Replace by Open Cut				
a	4" PVC (C900) Sanitary Sewer	LF	240	$	$
b	8x4 PVC (C900) Wye	EA	8	$	$
c	4" PVC Cleanout Assembly	EA	7	$	$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Erosion Control/Restoration/Miscellaneous Construction					
9	Inlet Protection Devices	EA	23	$	$
10	Remove and Replace Town of Carrboro Asphalt Roadway/Trench Repair (8" CABC + 2" S9.5A)	SY	20	$	$
11	Remove and Replace NCDOT Asphalt Roadway/Trench Repair (8" Asphalt Base Course + 2" - 3" S9.5B)	SY	800	$	$
12	Remove and Replace NCDOT Asphalt Roadway/Trench Repair (6" Asphalt Base Course + 2" - 3" S9.5B)	SY	20	$	$
13	Mill Existing Asphalt and Overlay with 1.5" S9.5B	SY	90	$	$
14	Remove and Replace Traffic Signal Loops	LF	2,000	$	$
15	Rock Removal	CY	25	$	$
16	Undercut Excavation and Disposal of Unsuitable Material	CY	100	$	$
17	Traffic and Pedestrian Control	LS	1	$	$
18	Sanitary Sewer Bypass Pumping	LS	1	$	$
19	Petroleum Contaminated Soil - Test Hole	EA	2	$	$
20	Petroleum Contaminated Soil - Removal	CY	200	$	$
	SUBTOTAL SECTION A (Bid Items 1 thru 20)				

SECTION B - NORTH GREENSBORO STREET

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
21	Mobilization (maximum 3% of Section B)	LS	1	$	$
Sanitary Sewer Mains					
22	Remove and Replace Pipe Segment No. 704 by Open-Cut				
a	12" C900 PVC, 0-10' Depth	LF	297	$	$
23	Cleaning, Flushing, CCTV Inspection for Sanitary Sewer (Applies to Bid Item 22 only)	LF	297	$	$
Sanitary Sewer Manholes					
24	Remove Existing Manhole and Replace with new Precast Concrete Manhole (4-foot Diameter w/ Epoxy Lining)				
a	0-6' Depth	EA	1	$	$
b	6'-8' Depth	EA	1	$	$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Sanitary Sewer Service Laterals					
25	Sanitary Sewer Service Lateral Remove and Replace by Open Cut on Pipe Segment No. 704				
a	4" PVC (C900) Sanitary Sewer	LF	30	$	$
b	12x4 PVC (C900) Wye	EA	1	$	$
c	4" PVC Cleanout Assembly	EA	1	$	$
Erosion Control/Restoration/Miscellaneous Construction					
26	Inlet Protection Devices	EA	3	$	$
27	Remove and Replace NCDOT Asphalt Roadway/Trench Repair (6" Asphalt Base Course + 2" - 3" S9.5B)	SY	200	$	$
28	Mill Existing Asphalt and Overlay with 1.5" S9.5B	SY	550	$	$
29	Remove and Replace Traffic Signal Loops	LF	400	$	$
30	Undercut Excavation and Disposal of Unsuitable Material	CY	25	$	$
31	Traffic and Pedestrian Control	LS	1	$	$
32	Sanitary Sewer Bypass Pumping	LS	1	$	$
SUBTOTAL SECTION B (Bid Items 21 thru 32)					**$**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
SECTION C – ALLOWANCES					
33	Utility Relocation Allowance	LS	1	$ 50,000.00	$ 50,000.00
34	Contingency Allowance	LS	1	$ 25,000.00	$ 25,000.00
35	NCDOT Bond Allowance	LS	1	$ 5,000.00	$ 5,000.00
SUBTOTAL SECTION C (Bid Items 33 thru 35)					**$ 80,000.00**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price (indicate +/-)	Bid Price (indicate +/-)
SECTION D - UNIT PRICE ALTERNATES					
ALT-1	Class 350 Ductile Iron Pipe w/ 401 lining in lieu of C900 PVC, for 8" Sanitary Sewer (Bid Item 2a)	LF	1,275	$	$
ALT-2	Class 350 Ductile Iron Pipe w/ 401 lining in lieu of C900 PVC, for 12" Sanitary Sewer (Bid Item 20)	LF	297	$	$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price (indicate +/-)	Bid Price (indicate +/-)
ALT-3	Sanitary Sewer Service Lateral Remove and Replace by Open Cut				
a	Class 350 Ductile Iron Pipe w/ 401 lining in lieu of C900 PVC, for 4" Sanitary Sewer Service Laterals (Bid Items 8a and 23a)	LF	270	$	$
b	MJ Ductile Iron Wye w/ 401 lining in lieu of C900 PVC on 8" Sanitary Sewer Main, for 4" Sanitary Sewer Service Laterals (Bid Item 8b)	EA	8	$	$
c	MJ Ductile Iron Wye w/ 401 lining in lieu of C900 PVC Wye on 12" Sanitary Sewer Main, for 4" Sanitary Sewer Service Laterals (Bid Item 23b)	EA	1	$	$
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Bid Unit Price (indicate +/-)**	**Bid Price (indicate +/-)**
d	Ductile Iron Pipe Cleanout Assembly w/ 401 lining in lieu of PVC Cleanout Assembly, for 4" Sanitary Sewer Service Laterals (Bid Items 8c and 23c)	EA	8	$	$
SUBTOTAL SECTION D (Bid Items ALT-1 thru ALT-3)					**$**

TOTAL BASE BID (SECTION A+B+C)	**$**
TOTAL BASE BID+UNIT PRICE ALTERNATES (SECTION A+B+C+D)	**$**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items shall be based on actual quantities, determined as provided in the Contract Documents.

TOTAL UNIT PRICE BID 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)

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DATE: October 2021

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS AND SUBCONTRACTORS

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
PVC Pipe	
Ductile Iron Pipe	
Precast Concrete Structures	

WORK TASK	SUBCONTRACTOR
NCDOT Traffic Loop Restoration	
Asphalt Paving	

TEMPORARY BYPASS PUMPING:
Indicate Self Perform or Subcontract (write-in): _____

(NOTE: If Subcontract, indicated Subcontractor in previous Subcontractor section)

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.

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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)

SIGNATURE: _____

DATE: _____

-END OF CERTIFICATION-

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be Substantially Complete within **130 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 **145 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 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the State of North Carolina; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data;

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.

ARTICLE 9 - CONTRACTOR EXPERIENCE

9.01 Not Used.

9.02 Not Used.

9.03 Not Used.

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 The Bidder shall demonstrate the ability to complete a majority of all portions of the Contract using personnel employed by the Bidder. The Bidder shall include a list of at least three (3) projects they have completed with their equipment and personnel within the past five (5) years that involves installation of a sanitary sewer main of 8-inch diameter or larger with associated manholes in an urban or suburban environment. This documentation shall be included with the Bid.

ARTICLE 12 – SEQUENCE OF WORK

12.01 Not Used.

12.02 Not Used.

12.03 Not Used.

12.04 Not Used.

12.05 Not Used.

12.06 Not Used.

ARTICLE 13 - INTERIM COMPLETION DATES

13.01 Not Used.

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)

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)	(Partner and Title)
(Seal)	(Seal)
_____	_____
(Partner and Title)	(Partner and Title)
(Seal)	(Seal)
_____	_____
(Partner and Title)	(Partner and Title)
(Seal)	(Seal)
_____	_____
(Partner and Title)	(Partner and Title)
(Seal)	(Seal)
_____	_____
(Partner and Title)	(Partner and Title)
(Seal)	(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:

_____

_____

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:

EAST MAIN STREET SANITARY SEWER REHABILITATION AND REPLACEMENT – PHASE 1

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.

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:

_____	BY:	_____
Principal Secretary		Principal
(SEAL)		
		_____
		Principal
		_____
		Principal
_____		_____
Witness as to Principal		(Address)
		_____
		(Phone Number)

Execution by Surety:
ATTEST:

_____	_____
N. C. Resident Agent	Surety
(SEAL)	
	_____
	(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___.

_____
Notary Public (Seal)

My Commission Expires: _____

CIP NO.: 276-63
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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)

CIP NO.: 276-63
PROJECT: East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1
DATE: October 2021

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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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:

_____ BY: _____
Secretary* or Assistant Secretary* 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 _____. Notary Public
(SEAL)

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)

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PROJECT: East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1
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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

CIP NO.: 276-63
PROJECT: East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1
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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 #	Work type	*Minority Category

*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 ($)_____

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 <u>at least 50 points</u> from the good faith efforts listed for their bid to be considered <u>responsive</u> (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: _____

SEAL

State of North Carolina, County of _____

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

Notary Public_____My commission expires _____

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: _____

SEAL

State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

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: _____

SEAL

State of North Carolina, County of _____

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

Notary Public_____

My commission expires _____

CIP NO.: 276-63
PROJECT: East Main Street Sanitary Sewer Rehabilitation and Replacement – Phase 1
DATE: November 4, 2021

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.

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: _____

SEAL

State of North Carolina, County of _____

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

Notary Public_____

My commission expires _____

-END OF DOCUMENT-

SECTION 01 10 26 – UNIT AND LUMP SUM PRICES (ADDENDUM NO. 2)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for unit and lump sum prices.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01 14 00 "Quality Control" for general inspection requirements.

2. Division 2 Section 02275 “Trenching, Backfilling and Compaction of Utilities” for Quality Control Field Density (Compaction) Testing requirements.

1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

B. Lump sum is an amount proposed by bidders, stated on the Bid Form, as a price to include all materials, labor, etc. for work furnished and installed, complete and operational.

1.4 PROCEDURES

A. The total Bid Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

B. Measurement and Payment: All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The

basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts thereof.

C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by the Engineer or Owner.

D. Retainage: Refer to Document 00 52 15 – Agreement Form-Unit Price Contract.

E. Schedule: A "Unit and Lump Sum Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE A: UNIT AND LUMP SUM PRICE SCHEDULE

A. UNIT PRICE SCHEDULE

1. REMOVE AND REPLACE SANITARY SEWER MAIN BY OPEN CUT

a) Measurement

(1) By the linear foot. All pipes shall be measured from the center of the upstream manhole to the center of the downstream manhole. Where the sewer main does not begin or end at connection to a manhole, the pipe shall be measured by the actual length of pipe installed.

b) Payment

(1) The accepted quantities of sanitary sewer pipe will be paid for at the contract unit price per linear foot of the type and size pipe specified complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock), shoring, bracing, or use of trench box, CCTV of existing pipe, removal and disposal of existing pipe, installation of new pipe, testing, dewatering, backfilling, compaction, compaction testing, disposal of excess material, clearing and grubbing, fine grading, tracer wire, marking tape, cleaning and all other work incidental to the complete installation of the mains in accordance with these specifications.

2. ADDITIONAL COST TO INSTALL 8-INCH 401-LINED DIP WITH NITRILE GASKETS AND POLYWRAP IN LIEU OF PVC ON PIPE SEGMENT 683

a) Measurement

(1) By the linear foot. All pipes shall be measured from the center of the upstream manhole to the center of the downstream manhole. Where the sewer main does not begin or end at connection to a manhole, the pipe shall be measured by the actual length of pipe installed.

b) Payment

(1) The accepted quantities of sanitary sewer pipe will be paid for at the contract unit price per linear foot of the type and size pipe specified complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock and contaminated soil hauling and disposal), shoring, bracing, or use of trench box, CCTV of existing pipe, removal and disposal of existing pipe, installation of new pipe, testing, dewatering, backfilling, compaction, compaction testing, disposal of excess material, clearing and grubbing, fine grading, tracer wire, marking tape, cleaning and all other work incidental to the complete installation of the mains in accordance with these specifications.

3. SANITARY SEWER POINT REPAIR

a) Measurement

(1) Per Each for the actual number of each size and type listed in the Bid Form.

b) Payment

(1) The accepted quantities of sanitary sewer point repair will be paid for at the contract unit price per each material (PVC or DIP), type, and size pipe specified complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock), shoring, bracing, or use of trench box, CCTV of existing pipe, removal and disposal of existing pipe, installation of new pipe up to 18 linear feet in length, couplings as required to transition between new and existing pipe, dewatering, backfilling, compaction, compaction testing, disposal of excess material, clearing and grubbing, fine grading, tracer wire, marking tape, cleaning and all other work incidental to the complete

installation of the mains in accordance with these specifications

4. CLEANING, FLUSHING, CCTV INSPECTION FOR SANITARY SEWER

a) Measurement

(1) By the linear foot. All pipes shall be measured from the center of the upstream manhole to the center of the downstream manhole. Where the sewer main does not begin or end at connection to a manhole, the pipe shall be measured by the actual length of pipe installed.

b) Payment

(1) The accepted quantities of sanitary sewer pipe will be paid for at the contract unit price per linear foot of the type and size pipe specified complete in place. This price shall include labor, equipment, materials, tools, required for cleaning, flushing and post-installation CCTV, and all other work incidental to the complete acceptance of the new sanitary sewer mains in accordance with these specifications.

(2) For lines where point repair are installed, the existing pipe beyond the repair will be eligible for payment under this bid time, if it is cleaned, flushed and CCTV inspected immediately following the new point repair installation.

5. REMOVE EXISTING MANHOLE AND REPLACE WITH NEW PRECAST CONCRETE MANHOLE

a) Measurement

(1) The quantity to be paid for precast concrete manholes will be measured by the actual number of each size, and depth installed, as listed in the Bid, installed complete and in-place. Measure depths from manhole rim elevation to lowest invert elevation.

b) Payment

(1) Precast concrete manholes will be paid for at the contract unit price, per manhole for the type, size, and depth installed as specified, complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock), shoring, bracing, or use of trench box, removal and disposal of existing manhole, installation of new manhole, ring & cover, interior lining, testing, dewatering, backfilling, compaction, compaction testing, disposal of excess material, clearing and grubbing, fine

grading, tracer wire, marking tape, cleaning and all other work incidental to the complete installation of the manholes in accordance with these specifications.

6. NEW PRECAST CONCRETE MANHOLE

a) Measurement

(1) The quantity to be paid for precast concrete manholes will be measured by the actual number of each type, size, and depth class installed as listed in the Bid, installed complete and in-place. Measure depths from manhole rim elevation to lowest invert elevation.

b) Payment

(1) Precast concrete manholes will be paid for at the contract unit price, per manhole for the type, size, and depth installed as specified, complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock), shoring, bracing, or use of trench box, installation of new manhole, ring & cover, interior lining, testing, dewatering, backfilling, compaction, compaction testing, disposal of excess material, clearing and grubbing, fine grading, tracer wire, marking tape, cleaning and all other work incidental to the complete installation of the manholes in accordance with these specifications.

7. NEW SANITARY SEWER SERVICE LATERAL REMOVE AND REPLACE BY OPEN CUT

a) Measurement

(1) By the linear foot. All pipes shall be measured by the actual length of pipe installed, from the connection point at the fitting on the new sewer main, up to the center of the coupling used to transition to existing pipe material on the sewer service lateral.

b) Payment

(1) The accepted quantities of sanitary sewer service lateral pipe will be paid for at the contract unit price per linear foot of the type and size pipe specified complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock), shoring, bracing, or use of trench box, removal and disposal of existing pipe, installation of new pipe up to 30 linear feet in length to the edge of right-of-way, fittings and couplings required to transition to existing piping, dewatering, backfilling, compaction, compaction testing, disposal of excess

material, clearing and grubbing, fine grading, tracer wire, marking tape, cleaning and all other work incidental to the complete installation of the service piping in accordance with these specifications.

(2) Where the new sewer service lateral will impact existing concrete hardscape such as concrete sidewalk and curb & gutter, all costs associated with crossing by trenchless means and/or full restoration of the hardscape is to be included in the bid unit price for the sewer service lateral piping. No separate payment will be made for restoration of concrete hardscape as may be required for installation of the new sanitary sewer service lateral piping.

8. NEW SANITARY SEWER SERVICE WYE

a) Measurement

(1) The quantity to be paid for this Item is to be based on the actual number of each material (PVC or DIP), type, and size wye installed.

b) Payment

(1) The accepted quantities of sanitary sewer service wyes will be paid for at the contract unit price per each material (PVC or DIP) type, and size wye specified complete in place. This price shall include all labor, equipment, materials, and tools required to complete installation of an in-line wye to connect the new sanitary sewer main to the new service piping.

9. NEW SANITARY SEWER SERVICE CLEANOUT

a) Measurement

(1) The quantity to be paid for this Item is to be based on the actual number of each size cleanout installed.

b) Payment

(1) New sanitary sewer service cleanouts will be paid for at the contract unit price, per cleanout for the type and size specified, complete in place. This price shall include labor, equipment, materials, tools, trench excavation (excluding rock), shoring, bracing, or use of trench box, installation of new cleanout, cleanout plug, cleanout cover, cleanout piping and fittings, dewatering, backfilling, compaction, compaction testing, disposal of excess material, clearing and grubbing, fine grading, tracer wire, marking tape, cleaning and all other work incidental to the complete

installation of the cleanouts in accordance with these specifications.

(2) Where the new cleanout installation impacts existing concrete hardscape such as concrete sidewalk and curb & gutter, all costs associated with full restoration of the hardscape is to be included in the bid unit price for the sewer service cleanout. No separate payment will be made for restoration of concrete hardscape as may be required for installation of the new sanitary sewer service lateral piping

10. REMOVE AND REPLACE TRAFFIC SIGNAL LOOPS

a) Measurement

(1) The quantity to be paid for under this Item is the actual number of linear feet of traffic signal loops cut, removed, and restored to match existing conditions as required to install the new piping within payment limits identified on the drawings. This item shall be measured at completion of work.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for furnishing all material (including cutting, excavation, removal and disposal; placement and connection to extents required by the traffic signal loop facility owner); all labor, tools, and equipment for complete and acceptable traffic signal loop cutting, removal, and restoration within the limits indicated on the Drawings or as required to restore a complete and functional system. Any traffic signal loops damaged as a result of the Contractors actions, which is outside of the designated payment limits, shall be repaired at the Contractors expense.

11. INLET PROTECTION

a) Measurement

(1) The quantity to be paid for under this item is the number of the inlet protection installed and in-place as specified on the Drawings.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for the complete installation of the inlet protections at the locations indicated on the Drawings or as specified by the Engineer. The unit

price stated includes materials; labor, tools and equipment to make a complete installation, maintain during construction, and to remove the inlet protections upon project completion.

12. MILL AND OVERLAY

a) Measurement

(1) The quantity to be paid for under this Item is the actual number of square yards of asphalt restored within payment limits identified on the drawings or agreed to at the project site.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for furnishing all material (including asphalt cutting, milling, excavation, removal and disposal; placement and compaction of sub-base materials and asphalt to the thickness defined on the Drawings or to match existing asphalt thickness (whichever is greater)); all labor, tools, and equipment for complete and acceptable asphalt paving, removal, and restoration (including restoring to existing roadway markings) within the limits indicated on the Drawings. Any asphalt damaged as a result of the Contractors actions, which is outside of the designated payment limits, shall be repaired at the Contractors expense.

13. REMOVE AND REPLACE ASPHALT ROADWAY / TRENCH REPAIR

a) Measurement

(1) The quantity to be paid for this Item is the number of square yards of asphalt roadway cut, removed, and restored to match existing asphalt roadway as listed in the Bid and as required to install the new piping within payment limits identified on the drawings. This item shall be measured at completion of work.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for furnishing all material (including asphalt cutting, excavation, removal and disposal; placement and compaction of sub-base materials and asphalt to the thickness defined on the Drawings or to match existing asphalt thickness (whichever is greater)); all labor, tools, and equipment for complete and acceptable asphalt cutting, removal, and restoration

within the limits indicated on the Drawings. The price listed it to also include restoration of any and all asphalt pavement features, including but not limited to striping, markings, reflectors, and signage, disturbed or damaged during construction. Any asphalt roadway surfaces damaged as a result of the Contractors actions, which is outside of the designated pavement limits, shall be repaired at the Contractors expense. No additional payment will be made for material price differences between the time of bid and the time the work is installed.

(2) Payment will only be made for the initial installation of the permanent asphalt paving section. No separate payment will be made for temporary asphalt paving or cold patch asphalt. Payment will only be made for the initial installation of permanent asphalt paving which meets the requirements of the Contract Documents; payment will not be made for areas where permanent asphalt paving is removed and replaced beyond the initial installation due to the sequence of the work as necessitated by the Contractor's means and methods

14. UNDERCUT EXCAVATION AND DISPOSAL OF UNSUITABLE MATERIAL

a) Measurement

(1) The quantity to be paid for under this item is the number of cubic yards of undercut material, which has been excavated and removed below the proposed trench bottom and replaced with #57 washed stone (compacted in-place). The quantity shall be calculated by measuring the actual quantity removed from the trench, with no consideration given for shrinkage or swelling.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for the excavation, removal, trucking, and disposal of undercut trench material and the cost of replacement with #57 washed stone, compacted in-place. This item shall include the cost of all material, labor and equipment required for removal and replacement of undercut trench material. In order to be paid under this Item, the Engineer or Owner must identify the material as unsuitable. Areas which require pipe bedding with #57 washed stone (see details on the drawings) are not eligible for payment under this item. Rock removal and replacement is not eligible for payment under this item. Trench bottom requirement stabilization stone due to negligence on the contractor to maintain

adequate dewatering operations will not be considered for payment.

15. ROCK REMOVAL

a) Measurement

(1) The quantity to be paid for under this item is the number of cubic yards of solid rock removed from the trench prior to installation of sewer lines. The basis for measurement shall be the in-place volume as determined by the Engineer prior to removal not to exceed the trench width and trench depth as established in Section 02275.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for the blasting (as permitted), excavation, removal, trucking, and disposal of waste rock off-site. Only material determined to be hard rock in accordance with the definition herein (refer to Section 02275), in the judgment of the Engineer or Owner, will be considered for payment under this Item. This item shall include the cost of all material, labor, tools and equipment required for removal and replacement of trench rock material. In order to be paid under this Item, the Engineer or Owner must identify the material as rock. For measurement purposes, the width of rock excavation shall be measured as 4' max. Excessive blasting and over excavation of rock material will not be considered for additional payment.

16. PETROLEUM CONTAMINATED SOIL – REMOVAL

a) Measurement

(1) The quantity to be paid for under this item is the number of cubic yards of excavated petroleum contaminated soil material, which has been excavated and removed below the road surface and replaced with #57 washed stone (compacted in-place). The quantity shall be calculated by measuring the actual quantity removed from the trench, with no consideration given for shrinkage or swelling.

b) Payment

(1) The accepted quantities of petroleum contaminated soils removed will be paid for at the contract unit price per cubic yard removed. This price shall include labor, equipment, materials, tools, removal and proper disposal of contaminated soil, cleaning and all other work incidental to

the complete removal of contaminated soils (except for the items included in cost of pipe installation such as trenching) in accordance with these specifications

17. PETROLEUM CONTAMINATED SOIL – TEST HOLE

a) Measurement

(1) The quantity to be paid for under this item is the number of test holes provided as specified in the contract documents. Prior to construction, Contractor shall provide two (2) test holes. One (1) test hole shall be approximately five feet from southeast of MH 51594, and one (1) test hole shall be approximately five feet southwest of MH 5628. Test holes shall extend to a depth of 18 inches below the invert on Pipe Segment 683 between MH 51594 and MH 5628 and shall be tested for petroleum contaminated soils using appropriate air/gas monitoring equipment and industry standard practices for determining the presence of petroleum contaminated soils. If results of the air/gas monitoring indicate petroleum soil contamination exists in either test hole, Contractor shall remove and properly dispose of soil and install Pipe Segment 683 as 8-inch 401-lined ductile iron pipe with Nitrile Buna-N Gaskets and one layer of polywrap.

b) Payment

(2) The price stated for this item is full compensation for all work and expense incidental thereto for the complete installation of the test holes and testing at the locations indicated on the Drawings or as specified by the Engineer. The unit price stated includes materials; labor, tools, and equipment to make a complete test hole, air/gas monitoring equipment cost, sampling cost, provisions for temporary vehicular and pedestrian traffic control measures, and provisions for temporary roadway repair at test hole locations.

B. LUMP SUM PRICE SCHEDULE

1. MOBILIZATION AND DEMOBILIZATION

b) Measurement

(1) Mobilization and demobilization work shall be bid on a lump sum basis in the Bid and shall be full compensation for preparing and performing the Items of work under this Contract as specified or as shown on the Drawings, unless it is specifically provided for under other Items in the Bid. The lump sum price shall include full compensation for: general provisions of the contract, bonds, insurance, not

included as part of other Items, mobilization, demobilization, general supervision, project signage and all other costs associated with the project which are not specifically paid under other pay items.

b) Payment

(1) The lump sum price stated for this Item in the Bid is full compensation for furnishing all labor, materials, tools and equipment and for all work and expense incidental thereto for mobilization and demobilization; and for all other miscellaneous work and costs associated with the project which are not specifically paid under other pay items.

(2) The lump sum amount listed for mobilization shall not exceed 3% of the cost of all other items listed in each section of the Bid. Payment for mobilization shall be made in two equal payments, with the initial 50% being paid upon initial mobilization and starting work at a particular site, with the final 50% being paid upon completion of work and complete demobilization from the site.

2. SANITARY SEWER BYPASS PUMPING

a) Measurement

(1) Sewer bypass pumping shall be paid on a lump sum basis and shall include all labor, equipment, tools, materials, and associated effort incidental to establishing and performing full sewer bypass pumping as required to complete the work.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for temporary sewer bypass pumping as required to complete the work.

(2) Sanitary sewer bypass pumping will not be allowed to remain installed outside of work hours. The new sanitary sewer will be required to be temporarily reconnected to existing sanitary sewer and restored to full service at the end of each work day.

(3) Payment will be made in equal payments for each month over the duration of the project.

3. TRAFFIC AND PEDESTRIAN CONTROL

a) Measurement

(1) Traffic and pedestrian control shall be paid on a lump sum basis and shall include all labor, equipment, signs, cones, barriers, materials, and associated effort incidental to establishing and performing traffic control work in connection with the project as required by the plans, specifications, Town, NCDOT or other regulatory agencies.

b) Payment

(1) The price stated for this Item is full compensation for all work and expense incidental thereto for traffic control associated with the project. Periodic payments for traffic control will be made based on the progression of the Work.

C. ALLOWANCES

1. UTILITY RELOCATION ALLOWANCE

a) If any existing utility lines NOT owned and maintained by the Owner need to be relocated due to a conflict with the proposed sanitary sewer main alignment, the contractor shall pay for the relocation of the existing utility lines by a third party entity from this allowance. This allowance shall not be used for any other utility relocation or relocations performed by the Contractor or his subcontractor. Any and all relocations of existing utilities by the Contractor's own forces shall be included in the cost of the pipe. Copies of invoices for relocation of the existing utilities shall be submitted with the monthly pay request. The Contractor will be paid for actual services performed plus 10% of the cost of the services as compensation for his or her coordination efforts with the third party. The Contractor shall obtain the Owner's and Engineer's written approval for relocating existing utilities prior to relocation. The intent of this allowance is to provide a means of compensating the Contractor for relocation of existing utility lines not owned and maintained by Owner, such as natural gas, telephone, television, and/or fiber optic, where the existing utilities require cutting and relocation/reinstallation in order to install the new sanitary sewer mains. Locations where existing dry utilities can be exposed by the Contractor and available slack allows the existing utility to be shifted out of the alignment of the new sanitary sewer main are NOT eligible for payment through Utility Relocation Allowance

2. NCDOT BOND ALLOWANCE

a) The NC Department of Transportation may require the Contractor to secure a Performance and Indemnity Bond to be executed and posted with the District Engineer prior to beginning any work on the Right of Way. The bond shall remain in effect for a period of one year following completion of the job. When the project has been satisfactorily completed for one year, the bonding company shall submit a written request along with a copy of the

encroachment authorization to the District Engineer for release of the bond. The bond will be released upon satisfactory final inspection, review, and approval by the District Engineer. This allowance is to only be used if a bond is required by NCDOT. The Contractor must provide proof of payment to bonding company, along with proof of issuance and acceptance of the bond to NCDOT. The Contractor will be paid for actual cost of the bond only, based on proof of payment from the bonding company; plus 10% markup for coordination efforts.

3. CONTINGENCY ALLOWANCE

a) A contingency allowance has been included as specified in the Bid. This allowance shall not be used unless deemed necessary by OWASA, and authorized in writing by the Engineer or Owner. The contingency allowance is not due the Contractor in the whole or part without written authorization by a work change directive or change order issued by the Engineer or Owner and executed by the Owner.

b) Items eligible for payment through the listed contingency allowance will be authorized by the Engineer or Owner via work change directive. Contractor will be requested to provide written proposal for the work required, which shall include all necessary documentation to support the costs listed in Contractor's proposal, including a breakdown of all labor, equipment and materials, along with invoices, proposal or quotes from subcontractors and suppliers.

END OF SECTION 01 10 26

McKIM&CREED
Venture IV Building, Suite 500
1730 Varsity Drive
Raleigh, North Carolina 27606-2689
Phone: (919) 233-8091, Fax: (919) 233-8031
NC License# F-1222
www.mckimcreed.com

EAST MAIN STREET SANITARY SEWER REHABILITATION AND REPLACEMENT - PHASE 1

DETAILS

MISCELLANEOUS DETAILS ADDENDUM #2

PROJ. START DATE:	2021.JUL
MCE PROJ. #	01519-0055
DRAWN	KAC
DESIGNED	JEB
CHECKED	MDP
PROJ. MGR.	AJP

ADD#2
DRAWING NUMBER

N/A
REVISION

STATUS:
ADDENDUM #2

DocuSign Envelope ID: 0C2FD4CD-E432-47F0-B0B7-B4E64F35F503

PROJ. REFERENCE NO.	SHEET NO.
21365	TMP–4

RKA
RAMEY KEMP ASSOCIATES
8210 University Executive Park Drive Suite 220 Charlotte, NC 28262
Phone: 704-549-4260 NC License No, C-0910 www.rameykemp.com

NAD 83/95

NARROW ROAD W5–1 A 48″ X 48″

-L2- NORTH GREENSBORO STREET

WEST WEAVER STREET

RIGHT LANE MUST TURN RIGHT R3–7 R 30″ X 30″

RIGHT LANE MUST TURN RIGHT R3–7 R 30″ X 30″

NARROW ROAD W5–1 A 48″ X 48″

RIGHT LANE MUST TURN RIGHT R3–7 R 30″ X 30″

EAST WEAVER STREET

REPLACE MH AT –L2– STA. 200+00 +/–. IN ORDER TO REPLACE MH AT –L2– STA. 200+00 +/–, A BYPASS SUCTION STATION WILL BE UTILIZED AT THE TWO CLOSEST MHS AT WEST WEAVER STREET AND NORTH GREENSBORO STREET. ENSURE BYPASS SUCTION AND DISCHARGE STATIONS ARE ALWAYS BEHIND DRUMS.

–L2– STA. 200+50 +/–

IN ORDER TO INSTALL MH AT –L2– STA. 200+00+/–, A DISCHARGE STATION WILL BE UTILIZED AT –L2– STA. 202+97 +/–. ENSURE DISCHARGE STATION IS SAFELY BEHIND BARRICADES.

-L- WEST MAIN STREET

-L- EAST MAIN STREET

LAW ENFORCEMENT WILL BE UTILIZED THROUGHOUT THIS PHASE. PUT SIGNAL INTO FLASH AND USE LAW ENFORCEMENT TO GUIDE TRAFFIC.

-L2- SOUTH GREENSBORO STREET

ROBERSON STREET

DETOUR M4–8 24″ X 12″ / Main St SD–2 / M6–1 L 21″ X 15″ — ⑥

DETOUR M4–8 24″ X 12″ / Main St SD–2 / M6–1 21″ X 15″ — ⑦

DETOUR AHEAD W20–2 48″ X 48″ / Main St SD–2 — ⑧

END DETOUR M4–8 A 24″ X 18″ — ⑨

① ② R11-2 48″ x 30″ ROAD CLOSED / DETOUR M4-10R 48″ x 18″ — TYPE III BARRICADE

③ R11-4 60″ x 30″ ROAD CLOSED TO THRU TRAFFIC — TYPE III BARRICADE

④ ⑤ M4-9b 30″ X 24″ DETOUR — PEDESTRIAN BARRICADE (2″ MAX)

SEE TMP-11 FOR DETOUR OF NORTH AND SOUTH GREENSBORO STREET

1 MILE +/- | 200′ | 200′

MESSAGE NO. 1	MESSAGE NO. 2
LT LANE CLOSED AHEAD	MERGE RIGHT

CHANGEABLE MESSAGE SIGN

LEFT LANE CLOSED AHEAD W20–5 L 48″ X 48″ — W4–2L 48″ X 48″ — LEFT LANE CLOSED W20–5 L 48″ X 48″

INSTALL ADVANCED WARNING SIGNS AS SHOWN ABOVE. BEGIN INSTALLATION OF SIGNS 200′ FROM BEGINNING OF EACH TAPER.

APPROVED: DocuSigned by: William J. Hamilton A0560D704648484...

DATE: 11/4/2021

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 32396 ENGINEER WILLIAM J. HAMILTON

ADDENDUM NO. 2

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

DIVISION OF HIGHWAYS STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION WORK ZONE TRAFFIC CONTROL

TEMPORARY TRAFFIC CONTROL PHASE I – STEP A

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PROJ. REFERENCE NO.	SHEET NO.
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www.rameykemp.com

NAD 83/93

WEST WEAVER STREET
WEST MAIN STREET
EAST MAIN STREET
NORTH GREENSBORO STREET
EAST WEAVER STREET
SOUTH GREENSBORO STREET

1 R11-2 48" x 30" — ROAD CLOSED / DETOUR — M4-10R 48" x 18" — TYPE III BARRICADE

2 R11-2 48" x 30" — ROAD CLOSED — TYPE III BARRICADE

3 R11-4 60" x 30" — ROAD CLOSED TO THRU TRAFFIC — TYPE III BARRICADE

4 DETOUR M4-8 24" X 12" / Greensboro St SD-1 / M6-1 L 21" X 15"

5 DETOUR M4-8 24" X 12" / Greensboro St SD-1 / M6-1 21" X 15"

6 DETOUR M4-8 24" X 12" / Greensboro St SD-1 / M6-3 21" X 15"

7 DETOUR M4-8 24" X 12" / Greensboro St SD-1 / M6-2 21" X 15"

8 ROAD CLOSED AHEAD W20-3 48" X 48" / Greensboro St SD-1

9 DETOUR AHEAD W20-2 48" X 48" / Greensboro St SD-1

10 END DETOUR M4-8 A 24" X 18"

1 MILE +/- — 200' — 200'

MESSAGE NO. 1	MESSAGE NO. 2
LT LANE CLOSED AHEAD	MERGE RIGHT

CHANGEABLE MESSAGE SIGN

LEFT LANE CLOSED AHEAD W20-5 L 48" X 48"

W4-2L 48" X 48"

LEFT LANE CLOSED W20-5 L 48" X 48"

INSTALL ADVANCED WARNING SIGNS AS SHOWN ABOVE. BEGIN INSTALLATION OF SIGNS 200' FROM BEGINNING OF EACH TAPER.

APPROVED: William J. Hamilton — Docusigned by: A0560D7046484B4...
DATE: 11/4/2021
SEAL
ADDENDUM NO. 2

NORTH CAROLINA PROFESSIONAL SEAL 32396 ENGINEER WILLIAM J. HAMILTON

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DETOUR SIGNING PHASE I – STEP A