

ADDENDUM NO. 1

OCTOBER 25, 2017

CITY OF HAVELOCK  
LEWIS FARM PARK  
DRAWING NO. W-3614



A. SCOPE

This Addendum No. 1 consists of pages AD1-1 through AD1-29.

BIDDERS are hereby notified of the following changes in the specifications and/or drawings.

B. SPECIFICATIONS

1. SECTION 00410 – BID

The Bid Schedule has been completely revised. A copy of the updated Bid Form is included with this Addendum (see Pages AD1-4 through AD1-13).

**Bidders shall submit their Bids on the Bid Form included in this Addendum.**

2. SECTION 00430 – BID BOND

A copy of the Bid Bond form is included with this Addendum for the Bidder's convenience (see Pages AD1-14 through AD1-15).

**Bidders shall submit the required forms from this Addendum with their Bid.**

3. SECTION 00432 – MINORITY BUSINESS FORMS

Copies of the following forms from the specification are included for the Bidder's convenience (see Pages AD1-16 through AD1-18):

- Identification of Minority Business Participation (MB-1)
- Affidavit A, Listing of Good Faith Efforts (MB-2)
- Affidavit B, Intent to Perform Contract with Own Workforce (MB-3)

**Bidders shall submit the required forms from this Addendum with their Bid.**

4. SECTION 01010 – PROJECT REQUIREMENTS

Page 01010-9. Add the following section at the beginning of the page before the section titled "PRECONSTRUCTION CONFERENCE":

“ALTERNATIVES:

“The Work required under the base Bid is indicated in the specifications and on the drawings. All requirements specified or indicated also apply to each alternative selected by OWNER except as otherwise provided. The following alternatives are provided for on the Bid Form.

“Alternative A includes installation of backflow preventer, piping, fittings, sprinklers, controllers, sensors, and all other appurtenances associated with a fully functional irrigation system as shown on the drawings and specified.

“Alternative B includes the additional cost associated with installation of a metal roofing system on the bath house/concession building in lieu of the base bid asphalt shingle system.”

5. SECTION 01150 – PAYMENT

Remove SECTION 01150 – PAYMENT in its entirety from the specifications and replace it entirely with the attached SECTION 01150 – PAYMENT (Pages AD1-19 through AD1-26).

6. SECTION 02870 – SITE FURNISHINGS

Page 02870-3. Add the following sentence to the end of the paragraph beginning “Fiberglass Flagpole”:

“Monarch Series aluminum flagpole model IRC30D71-BH as manufactured by American Flagpole shall be an acceptable alternate to the specified fiberglass flagpole.”

Page 02870-3. Add the following sentence to the end of the paragraph beginning “Trash Receptacles”:

“Trash receptacles shall have 32 gallon containers.”

Page 02870-3. Replace the paragraph beginning “Picnic Shelter” with the following paragraph:

“Picnic Shelter shall be 16’ by 28’ nominal size THE RALEIGH model shelter as manufactured by Enwood Structures, or equal as manufactured by Cedar Forest Products Co. or RCP Shelters, Inc.”

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C. DRAWINGS

1. SHEET C1.1 – SITE & UTILITIES PLAN

Replace the existing Sheet C1.1 in its entirety with the attached revised plan sheet.

D. GENERAL

Attached is a copy of a memorandum (pages AD1-27 through AD1-29) documenting the minutes of the Pre-Bid Conference held on Wednesday, October 18, 2017. This memorandum is not a part of this Addendum No. 1 or the Contract Documents. It is provided for information only. All revisions are included elsewhere in this or subsequent addenda.

This Addendum No. 1 is submitted this 25<sup>th</sup> day of October, 2017. Each BIDDER is requested to acknowledge receipt of this Addendum in the space provided in the Bid Form.

RIVERS & ASSOCIATES, INC.  
107 East Second Street  
Greenville, North Carolina 27858

**BID FORM**

**CITY OF HAVELOCK**

**LEWIS FARM PARK**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Havelock**  
**One Governmental Avenue**  
**PO Box 368**  
**Havelock, NC 28532**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work 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.

**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 will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

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

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:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “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**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s) **on the Bid Schedule:**
- A. All specified cash allowances are included in the price(s) set forth in the Bid Schedule and have been computed in accordance with Paragraph 13.02 of the General Conditions.**
  - B. Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.**
  - C. Bidder acknowledges that 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.**
  - D. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

**BID SCHEDULE**

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Cost</u>
<b>BASE BID ITEMS:</b>					
1.	1	LS	Mobilization and Bonding (not to exceed 3% of Bid)	\$ _____	\$ _____
2.	1	LS	Bath House/Concessions Building	\$ _____	\$ _____
3.	1	LS	Grading	\$ _____	\$ _____
4.	2	EA	Temporary Construction Entrance	\$ _____	\$ _____
5.	3	EA	Rock Silt Check Dam	\$ _____	\$ _____
6.	2,400	LF	Silt Fence	\$ _____	\$ _____
7.	741	SY	8" Gravel Parking	\$ _____	\$ _____
8.	135	SY	Concrete Sidewalk - Vehicular Grade	\$ _____	\$ _____
9.	772	SY	Concrete Sidewalk - Pedestrian Grade	\$ _____	\$ _____
10.	130	SY	Colored Concrete - Pedestrian Grade	\$ _____	\$ _____
11.	300	SY	Asphalt Pavement	\$ _____	\$ _____
12.	1	LS	Pavement Markings	\$ _____	\$ _____
13.	89	EA	Concrete Wheel Stops	\$ _____	\$ _____
14.	4	EA	Handicap Sign	\$ _____	\$ _____
15.	2	EA	Swing Gates	\$ _____	\$ _____
16.	1,360	LF	Split Rail Fence	\$ _____	\$ _____
17.	1	EA	Flag Pole	\$ _____	\$ _____
18.	2	EA	4' Decorative Aluminum Gate	\$ _____	\$ _____
19.	255	LF	4' Decorative Aluminum Fence	\$ _____	\$ _____

20.	1	LS	Playground Equipment	\$ _____	\$ _____
21.	1	LS	Fiber Play Mulch	\$ _____	\$ _____
22.	1	EA	Picnic Shelter	\$ _____	\$ _____
23.	7	EA	Picnic Tables	\$ _____	\$ _____
24.	6	EA	Park Benches	\$ _____	\$ _____
25.	6	EA	Backless Benches	\$ _____	\$ _____
26.	2	EA	Trash Receptacles	\$ _____	\$ _____
27.	1	LS	Site Lighting	\$ _____	\$ _____
28.	96	LF	18" RCP Storm Drain	\$ _____	\$ _____
29.	1	EA	2" RP Backflow Device	\$ _____	\$ _____
30.	150	LF	2" Water Service	\$ _____	\$ _____
31.	2	EA	Yard Hydrant	\$ _____	\$ _____
32.	1	EA	Fire Hydrant Assembly	\$ _____	\$ _____
33.	1	LS	Septic Tanks	\$ _____	\$ _____
34.	1560	LF	2" Force Main	\$ _____	\$ _____
35.	1	LS	Septic System Drain Field	\$ _____	\$ _____
36.	2	EA	Pressure Air Release Valves	\$ _____	\$ _____
37.	1	LS	Landscape Plantings	\$ _____	\$ _____
38.	1	LS	Sodding	\$ _____	\$ _____
39.	1	LS	Seeding	\$ _____	\$ _____
40.	1	LS	Testing Allowance		\$ 5,000.00
<b>TOTAL BASE BID</b>					\$ _____

**ADD ALTERNATE ITEMS:**

A. 1 LS Irrigation System \$ \_\_\_\_\_

B. 1 LS Metal Roofing in Lieu of Asphalt Shingles \$ \_\_\_\_\_

**TOTAL BASE BID PLUS ADD ALTERNATES** \$ \_\_\_\_\_

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages **in the event of failure to complete the Work within the Contract Times.**

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid. **Failure to provide the documentation with the Bid may be grounds for rejection of the Bid.**

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor’s License No.: \_\_\_\_\_ or Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with supporting data; and
- E. **All required MBE documentation:**

**In accordance with GS 143-128.2(c), Bidder shall identify on its bid 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.**

**Bidder shall list the good faith efforts made to solicit participation in Affidavit A.**

**A Bidder that will perform all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the Affidavit A required above.**

- 1. Identification of Minority Business Participation (MB-1)
- 2. Affidavit A, Listing of Good Faith Efforts (MB-2)
- 3. Affidavit B, Intent to Perform Contract with Own Workforce (MB-3)

7.02 In accordance with GS 143-128 the Single Prime Contractor must identify the Subcontractors, if any, selected for the following subdivision of work:

**A. General Construction**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

N.C. License No.: \_\_\_\_\_

**B. HVAC Construction**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

N.C. License No.: \_\_\_\_\_

**C. Plumbing Construction**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

N.C. License No.: \_\_\_\_\_

**D. Electrical Construction**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

N.C. License No.: \_\_\_\_\_

Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

**7.03** After the bid opening the Owner 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:

- A.** Affidavit C (MB-4) 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 goal established by the Owner and indicated in the Minority Business Guidelines, paragraph Minority Business Subcontract Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
- B.** Affidavit D (MB-5) 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.

**7.04** After the Bid opening, the Bidder will supply the information for Qualification of Bidders, as required in Article 3 of the Instructions to Bidders, within 5 days of the Owner's request.

**ARTICLE 8 – DEFINED TERMS**

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**Bid Schedule** – The Bid Schedule includes the Bidder’s prices and is part of Article 5 – Basis of Bid in the Bid Form.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Contractor’s License**

**Number:** \_\_\_\_\_

**Contractor’s**

**Classification:** \_\_\_\_\_

**Contractor’s Limitation:** \_\_\_\_\_

**Employer’s Tax ID No.:** \_\_\_\_\_



# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

**BID**

Bid Due Date:

Description *(Project Name— Include Location)*:

**BOND**

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.*



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



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

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

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

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted 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 date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made 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 bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject 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)** Provided 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. Assisted 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)** Negotiated 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)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

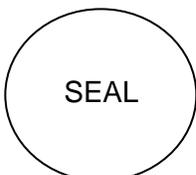
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

City of Havelock – Lewis Farm Park

Attach to Bid Attach to Bid

# State of North Carolina --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 \_\_\_\_\_ contract.  
(Name of Project)

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

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

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

SECTION 01150 - PAYMENT

RELATED DOCUMENTS:

The general provisions of the Contract, including the General, Special Conditions and Division-1 Specification sections apply to work of this section.

SCOPE:

This section covers methods of payment for items of Work under this Contract.

GENERAL:

The total Bid Price for each part of the Project 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 plant, 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 CONTRACTOR and all costs in connection therewith shall be included in the prices bid.

ESTIMATED QUANTITIES:

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 therefore. Payment will be made or lump sum prices adjusted according to unit prices bid and as described below.

MOBILIZATION AND BONDING:

Lump sum payment for initial moving of equipment and supplies to the job site, providing bonds, insurance and permits. One half the total amount will be paid with first partial payment after construction begins, and the remaining one half with the second partial payment. The total amount for mobilization and bonding shall not exceed 3 percent of the total bid price for each part. If the Contractor's bid cost for this item on the Bid Schedule exceeds 3% of the Contractor's Total Bid Price, then the bid cost for this item shall be corrected to equal 3% of the Contractor's Total Bid.

BATH HOUSE/CONCESSIONS BUILDING:

This item shall include construction of the bath house/concessions building, including all electrical, plumbing, HVAC, and other trades as required. This item shall also include any costs associated with utility services entrances, tap fees, building permit fees, etc. Payment shall be lump sum as indicated in the Bid.

GRADING:

This item shall include all rough and fine grading to bring the site to the proposed grades. Payment shall be lump sum as indicated in the Bid.

TEMPORARY CONSTRUCTION ENTRANCE:

This item shall include installation of temporary construction entrance as shown on the project drawings. Payment shall be per each installed as indicated in the Bid.

ROCK INLET SEDIMENT TRAP:

This item shall include installation of a rock silt check dam as shown on the project drawings. Payment shall be per each installed as indicated in the Bid.

SILT FENCE:

This item shall include installation of silt fence as shown on the project drawings. Payment shall be per linear foot of silt fence installed as indicated in the Bid.

8" GRAVEL PARKING:

This item shall include preparation of subgrade, placement, and compaction of gravel parking surface as shown on the project drawings. Payment shall be per square yard installed as indicated in the Bid.

CONCRETE SIDEWALK – VEHICULAR GRADE:

This item shall include preparation of subgrade, formwork, placement and compaction of ABC base course, and placement and finishing of concrete in vehicular traffic areas. Payment shall be per square yard installed as indicated in the Bid.

CONCRETE SIDEWALK – PEDESTRIAN GRADE:

This item shall include preparation of subgrade, formwork, placement and compaction of ABC base course, and placement and finishing of concrete in pedestrian traffic areas. Payment shall be per square yard installed as indicated in the Bid.

COLORED CONCRETE – PEDESTRIAN GRADE:

This item shall include preparation of subgrade, formwork, placement and compaction of ABC base course, and placement and finishing of colored concrete in pedestrian traffic areas. Payment shall be per square yard installed as indicated in the Bid.

ASPHALT PAVEMENT:

This item shall include preparation of subgrade, placement and compaction of ABC base course, and placement and finishing of asphalt. Payment shall be per square yard installed as indicated in the Bid.

PAVEMENT MARKINGS:

This item shall include painted pavement markings as shown on the drawings. Payment shall be lump sum as indicated in the Bid.

CONCRETE WHEEL STOPS:

This item shall include installation of concrete wheel stops as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

HANDICAP SIGN:

This item shall include signage for handicap parking spaces as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

SWING GATES:

This item shall include installation of steel swing gates and all accessories as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

SPLIT RAIL FENCE:

This item shall include installation of split rail fence as shown on the drawings. Payment shall be linear foot installed as indicated in the Bid.

FLAG POLE:

This item shall include furnishing and installation of a flag pole and all appurtenances as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

4' DECORATIVE ALUMINUM GATE:

This item shall include installation of a gate and all appurtenant hardware to match 4' Decorative Aluminum Fence as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

4' DECORATIVE ALUMINUM FENCE:

This item shall include installation of decorative aluminum fence as shown on the drawings. Payment shall be per linear foot of fence installed as indicated in the Bid.

PLAYGROUND EQUIPMENT:

This item shall include furnishing and installation of all playground equipment and appurtenances as shown on the drawings. Payment shall be lump sum as indicated in the Bid.

FIBER PLAY MULCH:

This item shall include furnishing and placement of play mulch surface within the playground area as shown on the drawings. Payment shall be lump sum as indicated in the Bid.

PICNIC SHELTER:

This item shall include furnishing and installation of picnic shelter as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

PICNIC TABLES:

This item shall include furnishing and installation of picnic tables, either standard or ADA accessible as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

PARK BENCHES:

This item shall include furnishing and installation of park benches as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

BACKLESS BENCHES:

This item shall include furnishing and installation of backless benches as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

TRASH RECEPTACLES:

This item shall include furnishing and installation of trash receptacles as specified, to be installed at locations to be field coordinated. Payment shall be per each installed as indicated in the Bid.

SITE LIGHTING:

This item shall include furnishing and installation of site lighting fixtures and all associated wiring back to the building as shown on the drawings. Payment shall be lump sum as indicated in the Bid.

RCP STORM DRAIN:

This item shall include installation and embedment of reinforced concrete storm drainage piping as shown on the drawings. Payment shall be per linear foot of piping installing as indicated in the Bid.

RP BACKFLOW DEVICE:

This item shall include furnishing and installation of reduced pressure zone backflow prevention device for building water services as shown on the drawings. This item shall include enclosure and all other appurtenances as well. Payment shall be per each installed as indicated in the Bid.

WATER SERVICE:

This item shall include installation and embedment of water service piping as shown on the drawings. The cost of all fittings for water main and related facilities shall be included in the price for piping. Payment shall be per linear foot installed as indicated in the Bid.

YARD HYDRANT:

This item shall include furnishing and installation of yard hydrant as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

FIRE HYDRANT ASSEMBLY:

This item shall include installation of a fire hydrant, hydrant leg, and tapping tee and valve to provide fire hydrant service from the existing municipal water main. Payment shall be per each hydrant and set of appurtenances installed as indicated in the Bid.

SEPTIC TANKS:

This item shall include installation of gravity piping from the building sewer, septic tank, pump tank, pumps, controls, startup, testing, and all other required appurtenances as shown on the drawings and specified. Payment shall be lump sum as indicated in the Bid.

FORCE MAIN:

This item shall include installation, embedment, and testing of force main discharging sewer effluent to the drain field. The cost of all fittings for force main and related facilities shall be included in the price for piping. Payment shall be per linear foot of piping installed as indicated in the Bid.

SEPTIC SYSTEM DRAIN FIELD:

This item shall include subgrade preparation, drain lines, manifolds, valves, distribution box, and all other appurtenant facilities required to provide a functional septic system drain field as shown on the drawings. Payment shall be lump sum as indicated in the Bid.

PRESSURE AIR RELEASE VALVES:

This item shall include installation of valves and vaults to provide air pressure release on wastewater force main as shown on the drawings. Payment shall be per each installed as indicated in the Bid.

LANDSCAPE PLANTINGS:

This item shall include installation and maintenance of large trees, small trees, shrubs, ornamental grasses, and perennials as shown on the drawings and specified. Payment shall be lump sum as indicated in the Bid.

SODDING:

This item shall include installation and maintenance of sod as shown on the drawings and specified. Payment shall be lump sum as indicated in the Bid.

SEEDING:

This item shall include installation and maintenance of seeding as shown on the drawings and specified. Payment shall be lump sum as indicated in the Bid.

TESTING ALLOWANCE:

The Testing Allowance is for testing of soils as specified in Division 2, testing of concrete specified in Division 3, etc. Payment will be made for actual amount invoiced by the Testing Company when authorized by the OWNER.

IRRIGATION SYSTEM:

This item shall include installation of backflow preventer, piping, fittings, sprinklers, controllers, sensors, and all other appurtenances associated with a fully functional irrigation system as shown on the drawings and specified. Payment for this add alternate item shall be lump sum as indicated on the bid.

METAL ROOFING IN LIEU OF ASPHALT SHINGLES:

This item shall include the additional cost associated with installation of a metal roofing system on the bath house/concession building in lieu of the base bid asphalt shingle system. Payment for this add alternate item shall be lump sum as indicated on the bid.

TRAFFIC CONTROL:

Traffic control measures as required are considered a subsidiary obligation and all costs shall be included in the appropriate bid items.

EARTH EXCAVATION:

Earth excavation is considered a subsidiary obligation and all costs shall be included in the appropriate bid items.

EROSION CONTROL MAINTENANCE:

Maintenance of sedimentation and erosion control measures, including removal of the measures at the completion of construction, is considered a subsidiary obligation and all costs shall be included in the appropriate bid items.

REMOVAL AND REPLACEMENT OF EXISTING FEATURES:

Removal and replacement of existing features such as mailboxes, paper boxes, signs, fences, sidewalks, grass, lawns, ornamental shrubs such as azaleas, dogwoods, crepe myrtles, etc., stone in front of mailboxes, removal and replacement of driveway pipe and replacement with new pipe if damaged, parallel pavement replacement along the length of the pavement, etc. is considered a subsidiary obligation and all costs shall be included in the base bid.

END OF SECTION 01150

## MEMORANDUM

**TO:** Attendees and Planholders

**FROM:** Dan Withers, P.E. 

**SUBJECT:** Pre-Bid Meeting Minutes  
City of Havelock – Lewis Farm Park

**DATE:** October 18, 2017

A Pre-Bid Conference for the subject project was held in the Public Meeting Room of City Hall located at One Governmental Avenue, Havelock, NC on October 18, 2017 at 2:00 p.m. Attendance was documented on a log sheet, a copy of which is attached to this memorandum.

Following the welcome and introductions, the Engineer provided a short project overview, and shared the following information with the attendees based on items and particulars the Engineer believed notable to potential Bidders:

- Although the Engineer and Owner will make a sincere effort to answer all questions to the best of their ability, Bidders are reminded to rely only on written information contained in the Contract Documents and Addenda.
- The Pre-Bid Conference is not mandatory. Minutes of the Pre-Bid will be prepared and issued to all plan holders as a part of Addendum No. 1.
- Bids will be received on Wednesday, November 1, 2017 at 2:00 p.m., in City Hall located at One Governmental Avenue, Havelock, NC. Refer to the Advertisement for Bids for details on submitting the Bid.
- Upon receipt of satisfactory bids, the City expects to immediately proceed with awarding the contract and proceeding with construction. The contract time limit for this project will be 120 consecutive calendar days to substantial completion and liquidated damages are set at \$1,000.00 per calendar day.
- Questions that arise prior to opening of bids should be directed in writing to Rivers and Associates, Inc. (Rivers). These may be faxed, mailed, or emailed to Dan Withers (dwithers@riversandassociates.com).
- The project includes construction of a bath/concession building, playground, picnic shelter, athletic field, gravel parking lot, and other appurtenances located at an undeveloped site on Lewis Farm Road.
- Bid bond or Bid deposit in an amount equal to not less than five percent (5%) of the proposal **is required**.
- Performance bond and payment bond **are required**.

- Properly completed and executed Bid Proposal Package with original signatures and seals is required.
- Completed DBE/MBE forms are required.
- Bidders must hold a current license from the North Carolina Licensing Board for General Contractors with a classification in Building or Unclassified.
- The Engineer addressed several items that he wished to bring to the attention of Bidders:
  - State Stormwater, Sedimentation and Erosion Control, NCDOT Driveway Access, Wastewater Construction Authorization, and City Land Clearing permits have been applied for by the City but have not yet been issued. These permits shall be issued before a Notice to Proceed can be issued.
  - A new bid form and payment section will be issued with Addendum No. 1 to break the bid out into multiple unit price items. It is anticipated that additional alternates will be listed as well.
- After the Engineer concluded his presentation, the floor was opened for questions. The following items were discussed:
  - A question was asked regarding the timeline for acceptance of questions prior to bid opening. Per Article 7 of the Instructions to Bidders, “questions received less than seven days prior to the date for opening of Bids may not be answered.”
  - There was some discussion of the timeline for award and notice to proceed after bids were received. The Owner indicated that with the time required for Board of Commissioners approval and finalizing of contracts, notice to proceed would likely occur on or around January 1, 2018.
  - There was some discussion about the playground equipment specified. Engineer indicated that bidders or prospective vendors should submit an inquiry if the equipment call-outs on Sheet C5, when combined with the Specification, were insufficient.
  - A question was asked regarding where the bidding documents could be viewed. Engineer indicated that the plans could be reviewed online at [constructconnect.com](http://constructconnect.com), at Havelock City Hall, and at the Engineer’s office in Greenville, as indicated in the Advertisement for Bids.



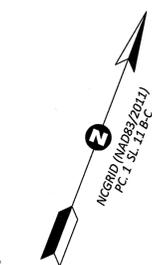
CITY OF HAVELOCK  
1 GOVERNMENTAL AVE  
HAVELOCK, NC 28532

## Lewis Farm Park Pre-bid Meeting 10/18/17 at 2:00pm

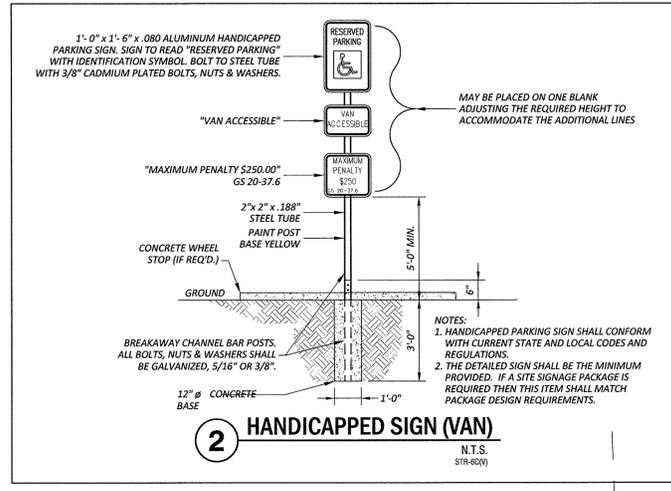
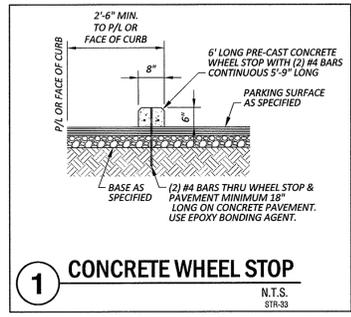
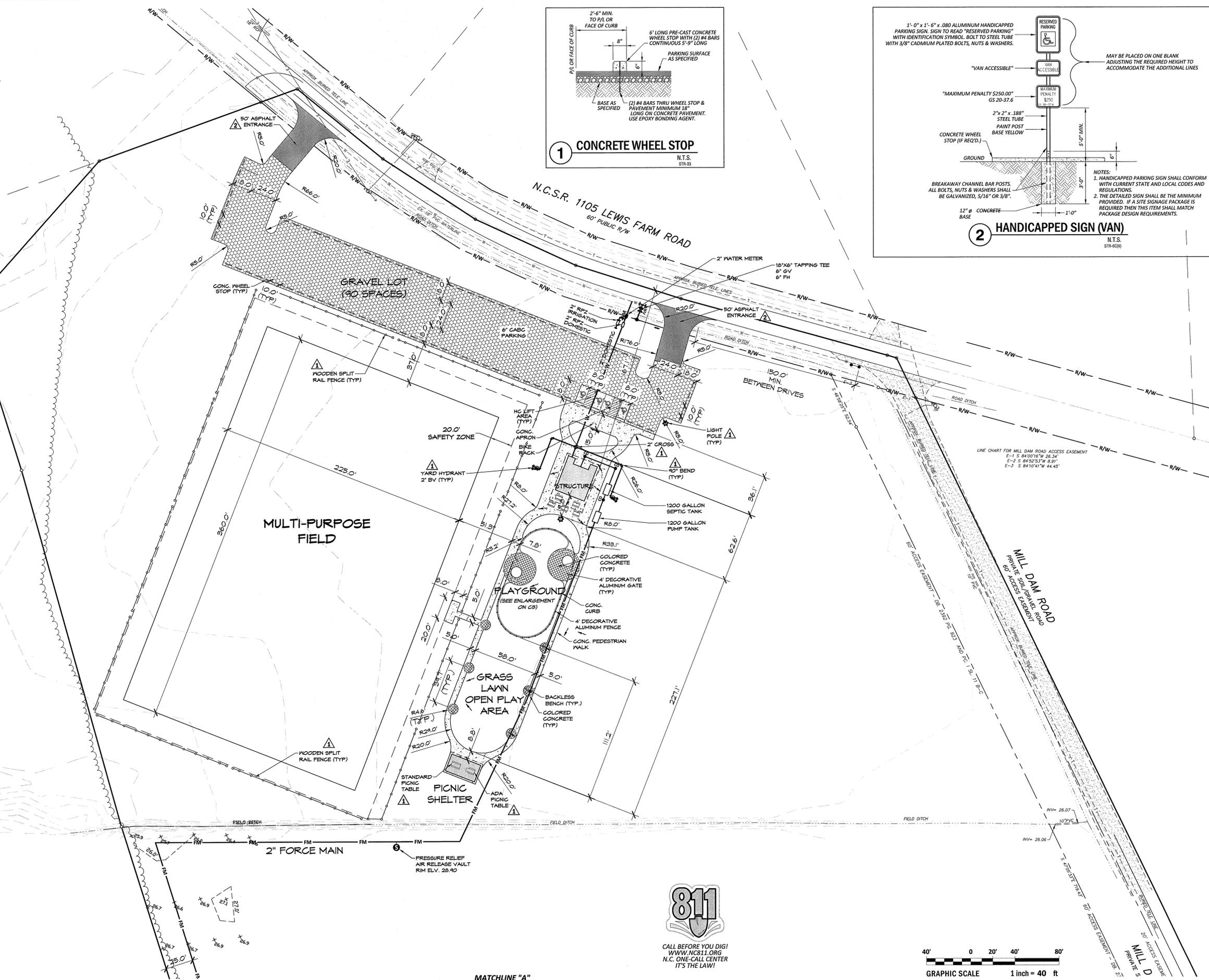
<u>NAME</u>	<u>TITLE</u>	<u>COMPANY</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
DAVID EDWARDS	PROJ. MGR.	BRUN BUILDERS	252-670-5475	DAVID.BRUNBUILDERS@SUDDETHINKS.COM
DAN WITHERS	PROJECT MANAGER	RIVERS & ASSOCIATES	252.752.4135	d.wITHERS@RIVERSANDASSOCIATES.COM
TIM McDONALD	SALES	BLISS PRODUCTS	252.375-1321	TIMCDONALD@BLISSPRODUCTS.COM
SCOTT CUNNINGHAM	PLANT MGR	SANDRA BURGINS	252-393-2504 HAM-4410	cunningham.jessie@gmail.com
MARK SAYLOR	PLANT SRS DIR	CITY OF HAVELOCK	252- <del>4410</del>	M.SAYLOR@HAVELOCKNC.US
THURMAN C. HARDISON	PROJECT MANAGER	DILLAHUNT ASSOC.	252.349.5336	thardison45@SMITHCOM
Tiffini Bingham	Finance	City of Havelock	252-444-4404	T.Bingham@havelocknc.us

Scanned 10.4.17

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MCGRID (MACRS/2011)  
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REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	10-5-17	JDW	
2	9-22-17	JDW	



**SITE & UTILITIES PLAN**  
**CITY OF HAVELOCK**  
**LEWIS FARM PARK**  
 CRAVEN COUNTY  
 NORTH CAROLINA

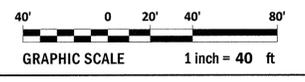
**Rivers**  
 & ASSOCIATES, INC.  
 107 East Second Street  
 Greenville, NC 27838  
 (252) 782-4135  
 Landscape Architects



August 25, 2017

SURVEY	-	DRAFT	SKR
DESIGN	SKR	CHECK	JDW
PROJECT No.	2014030		
DRAWING No.	W-3614		
SCALE:	1" = 40'		
SHEET No.			OF 16

**G1.1**



MATCHLINE "A"  
(SEE SHEET C1.2)