

## Pre-Bid Meeting Minutes

Project: **Wilson Ballpark Utilities Expansion**  
Owner: **City of Wilson**  
Location: **108 Barnes St. W. Wilson, NC 27893**  
Date/Time: **February 7<sup>th</sup>, 2024 at 2:00 PM**  
Purpose: **Mandatory Pre-Bid Conference**

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Electronic files of the Bid documents may be obtained online at  
<https://vrapp.vendorregistry.com/Bids/View/Bid/8f964ddd-0688-4265-8083-32698ee10f94>

Attachment 1 – Pre-Bid Sign-In Sheet

Attachment 2 – Pre-Bid Agenda

Attachment 3 – Revised Bid Form

Attachment 4 – Revised Agreement Form

Attachment 5 – Revised Advertisement to Bidders

### **THE FOLLOWING ITEMS WERE COVERED:**

#### **III. Bid Opening**

SRF Funds will be used to pay for this project, and we will follow SRF guidelines.

**Bid Opening was changed to February 29<sup>th</sup>, 2024 at 2pm. It is shown in the reflection of Attachment 5.**

#### **V. Contract Times & Milestones**

Milestones 1 & 2 will be changed and have a new description and deadline. This will be shown in Attachment 3.

#### **VII. Bid Items**

6" Header Curb – Can be either Asphalt or Concrete. It is up to the contractor to bid based on what they would want to install.

Contractor Staking – Will be added as a line item.

Mill & Overlay - Both line items will be removed from the contract.

## IX. Additional Questions?

We have the following questions regarding the Wilson Ballpark Utilities Expansion:

1. Are there time restrictions? I know that there was talk of discussing this with DOT, has there been a resolution? **No time restrictions for lane closures from NCDOT.**
2. Can the contractor work in multiple areas at the same time, resulting in multiple roads being closed or detoured at the same time? **Yes, this is fine.**
3. Can Hines St. be shut down, or strictly a lane closure only? **We will be coordinating with NCDOT on working on lane closures. The whole Hines St. being closed may not be an option. Partially closed is an option.**
4. Will stone bedding be needed for storm drain or waterline? Plans have certain details that say this is a possibility. **Follow City of Wilson Standard Details.**
5. Blow-offs, there are 2, but no details or exactly what size needed. Can we get clarification on this? **2" are standard for blow offs.**
6. Water pressure test of 200 psi? **150 psi**
7. Can we use pre-cast boxes? I know there was talk of only building the boxes, but can it be up to the contractor? **Boxes must be built. No Pre-Cast boxes will be allowed.**
8. Manhole vacuum testing? Mainline testing? If we are tying into live sewer and releasing the sewer, completing the testing will be impossible without setting up another pump around just to test. **Testing can be done in sections to avoid the need to pump around. New line is going parallel to existing.**
9. Lodge St Ex MHs, it shows us upsizing that pipe but leaving the manholes as is. This may be tough seeing as though the grade/elevation in and out of the new sewer will be different. Thoughts? **The existing Manhole on Lodge St. will be replaced with new manholes. Bypass may be required on Lodge St. Sewer replacement.**
10. Will the 6" header curb still be concrete? There was mention of this being asphalt berm during the pre-bid meeting. **Either option may be chosen.**
11. Can we receive the new bid form prior to tomorrow in case there are additional questions? **Waiting to revise the Bid Form after questions with the addendum.**

12. Will the pre-bid meeting minutes be sent out? **Yes, with the addendum.**
13. Can you confirm the existing waterline sizes on Goldsboro, Jones, Lodge & Douglas St's.? **Confirmed per the plans.**
14. There is a good amount of existing utility abandonment and grouting, would it be too much trouble to add a pay item for it? **Flowable fill for water cast iron. Sewer can be crushed in place if the material is clay. Line item added for Flowable Fill, MH removal, Valve removal, Crush in place, and pipe removal.**
15. There is some SS pipe & MH's to be removed or demo'ed and a good amount of RCP. Can a Pay Item be added for this? **See above.**
16. A sewer plan sheet shows PVC being installed deeper than 12'. Will this be allowed? **Yes**
17. Do abandoned MH's get filled with dirt/stone or removed? **See above.**
18. The new waterline on Sheet C4.2 between Goldsboro and Douglas does not have a listed size. The 12" x 8" tee on Goldsboro St tells me it is 8" but there is no pay item for 8" PVC. It looks like this footage has been added to the 12" Pay Item. **It is a 12" waterline between Goldsboro and Douglas. It can be seen on sheet C4.4.**
19. Does the City want any of the removed items? (hydrants, MH castings, etc) **No we don't not want to retain any of these items.**
20. I see much more than 40' of 42" RCP. Can this be verified? **This has been corrected in the Revised Bid Form**
21. Do we stone and patch any asphalt we remove in doing this work or will that be in another contract? **Stone and patching will be done per this contract. Milling and overlay of the roadway will not be done in this contract.**
22. What is your engineer estimate for this work? **The engineers estimate will be released with the Bid Tabulation.**
23. Is there an NCDOT encroachment in place for Hines St and Goldsboro St. **There will be one done by the time construction starts.**
24. Plans show power pole relocation along with RR gate removal. Are the power poles and anything associated with the RR in the utility contract? **No, this will be work done by others.**
25. The Lodge Street sewer shows new 12' lines but looks the leave the existing MH's in place. Is this correct? **Answered above.**

26. If buried building footings are encountered, will it be our responsibility to remove them? Under a change order? **Yes, this will be on the contractor to be removed. It will be addressed as a change order if this happens.**

# Pre-Bid Sign-In Sheet

Solicitation Number: 2823-5e  
 Date of Pre-Bid Meeting: February 7th, 2024  
 Location of Prebid Meeting: 108 Barnes St. W. Wilson, NC

*Please Note:*  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Email:
City of Wilson	Bill Boss		252-399-2467	bboss@wilsonnc.org
City of Wilson	Brandon Rowtree		252-399-2435	browtree@wilsonnc.org
City of Wilson	Kyle Manning		252-296-3416	kmanning@wilsonnc.org
City of Wilson	Noah Parsons		252-296-3305	nparsons@wilsonnc.org
City of Wilson	Brandon Galloway		252-399-2195	bgalloway@wilsonnc.org
City of Wilson	Jonnie Webb		252-296-3201	jwebb@wilsonnc.org

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: 2623-56  
 Date of Pre-Bid Meeting: February 7th, 2024  
 Location of Prebid Meeting: 108 Barnes St. W. Wilson, NC

*Please Note:*  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Email:
City of Wilson	Thomas Thorne		252-230-9073	thorne@wilsonnc.org
City of Wilson	John Bissette		252-399-2228	jbissette@wilsonnc.org
FED Smith Company	Breeds Batts	5616 Thompson Chapel Circuit Road Wilson, NC	(919) 332-1337	bbatts@fedsmithcompany.net
Ralph Hedger Coast	<del>Jim Hill</del>		252-205-6500	<del>Jim Hill</del> rphedger@coast.com
S.T. Wooster Corporation	Blake Jones		252-205-0925	blake.jones@stwc.com
T.A. Loving	Chris Baasner		252-341-0123	price@taloving.com

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: 2023-56  
 Date of Pre-Bid Meeting: February 7th, 2024  
 Location of Prebid Meeting: 108 Barnes St. Wilson, NC

*Please Note:*  
 Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

Firm Represented:*	Rep Name (Printed):	Firm Address:	Telephone #:	Email:
<del>Consolidated Pipe</del> Moffatt Pipe	<del>Pete Deaver</del> Ben Sullivan	<del>1130 N. Greene St</del> 701 Fingertakes Dr, Wake Forest, NC	<del>Office 252-754-0700 211 598 2087</del> 919-295-4130	<del>peter.deaver@epspipe.com</del> Bids@moffatpipe.com BSullivan@moffatpipe.com
<del>Ralph Hodge</del>	Ryan Walsler	2101 Miller Rd Wilson, NC	252-237-3663	ryan@ralphhodge.com
Dixon Paving Inc	Randy Griffin	324 Perry Court Zebulon, N.C	984-301-2655	Randy@dixonpavingandmilling.com
<del>Stewart Construction</del> Stewart	Davis Weston	3801 Black Creek Rd Wilson, NC	252-373-4492	davis.weston@stwc.com

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



## **Pre-Bid Meeting**

### **Wilson Ballpark Utilities Expansion (2023-56)**

February 7<sup>th</sup>, 2024

#### **I. Introductions**

Sign-in Sheet being passed around. This meeting is mandatory for Bidding.

#### **II. Project Description**

The specific project components include, but are not limited to, replacing 6" various materials of sewer to 12" DIP and PVC, 6" various materials of water to 12" DIP and PVC, and upsizing from 30" RCP to 42" RCP stormwater pipes. There is approximately 2,300 LF of stormwater RCP to be installed, 1,850 LF of DIP sewer to be installed, 2,000 LF of DIP water to be installed, multiple boxes for stormwater, manholes for stormwater and sewer, and valves for water installation.

#### **III. Bid Opening**

Bids are to be opened at 2pm on February 22<sup>nd</sup>, 2024 at Wilson Operations Center.


Documents required at bid opening:

- (1) 5% Bid Security (Bid Bond)
- (2) Bid Form
- (3) Bidder Qualification Statement
- (4) Non-Collusion Affidavit
- (5) E-Verify Affidavit
- (6) Build America, Buy America Act compliance certification
- (7) M/WBE Documentation (10% combined goal) or show Good Faith Effort.

Submit bids to Brandon Rountree, PE at 1800 Herring Ave E. Wilson, NC 27893.

#### **IV. Award and Notice to Proceed**





Current anticipated schedule is to award at March 2024 Council Meeting. With a Notice to Proceed to start April 1<sup>st</sup>, 2024.

#### **V. Contract Times & Milestones**

120 Days for substantial completion from NTP (April 1<sup>st</sup>) and extra 30 days to complete punch list for final payment.

Milestone 1: Stormwater and Sewer utilities completed within stadium project area by June 5<sup>th</sup>, 2024

Milestone 2: Water utilities completed within stadium project area by July 8<sup>th</sup>, 2024.

#### **VI. Payment**

5% retainage, will be paid at the substantial completion payment.

Monthly payments at end of the month. Will be reviewed within 7 days from submittal.

#### **VII. Bid Items**

**Traffic Control** – Full closure of Goldsboro, Jones, and Lodge. Hines will be lane closures.

**ABC & #57 Stone** – Line Items are separate than the incidentals to pipe installation stone.

**Undercut Excavation & Select Fill** – Included just in case. Not anticipated.


**6" Header Curb** – Asphalt or Concrete

**3" Asphalt Patching** – Patching is to existing or 3" whichever is greater.

**Stormwater Boxes** – Boxes are to be brick builds. Pre-cast will not be allowed.

**Bypass Pumping** –Up to contractor to decide to use or not.

#### **VIII. Site Visit (If Requested)**





## **IX. Additional Questions?**

Questions can be submitted by February 12<sup>th</sup>, 2024 at noon to Brandon Rountree ([brountree@wilsonnc.org](mailto:brountree@wilsonnc.org)). An addendum will release that afternoon with Pre-Bid Minutes and Answers to contractor questions.



# BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Brandon Rountree, PE at 1800 Herring Ave E. Wilson, NC 27893**
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - C. Required Bidder Qualification Statement with supporting data; and
  - D. Non-Collusion Affidavit
  - E. E-Verify Affidavit
  - F. M/WBE Documentation

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
  - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1		\$
2	Traffic Control	LS	1		\$
3	Contractor Staking	LS	1		
4	Undercut Excavation	CY	1,082		\$
5	ABC Stone	Ton	20		\$
6	#57 Stone	Ton	20		\$
7	Select fill	CY	1,082		\$
8	6” Header Curb	LF	2,090		\$
9	3” Asphalt Patching	SY	4,683		\$
10	24” RCP Storm Pipe	LF	40		\$
11	30” RCP Storm Pipe	LF	250		\$
12	36” RCP Storm Pipe	LF	1,660		\$
13	42” RCP Storm Pipe	LF	400		\$

14	48" RCP Storm Pipe	LF	40		\$
15	Storm Manhole Structure	EA	4		\$
16	3x3 Catch Basin	EA	1		\$
17	4x4 Catch Basin	EA	12		\$
18	5x4 Catch Basin	EA	3		\$
19	8x5 Catch Basin	EA	1		\$
20	Doghouse Junction Box	EA	1		\$
21	48" Flared End Section	EA	1		\$
22	Concrete Cradle	EA	5		
23	6" PVC Waterline	LF	100		\$
24	12" PVC Waterline	LF	2,050		\$
25	Fire Hydrant	EA	3		\$
26	12" Gate Valve	EA	7		\$
27	6" Gate Valve	EA	6		\$
28	12"x12"x6" Tee	EA	7		\$
29	12"x12" Tee	EA	2		\$
30	12"x6"x6" Tee	EA	1		\$
31	12" 45° Elbow	EA	6		\$
32	2" Blowoff Valve	EA	2		\$
33	12" X 6" Reducer	EA	1		\$
34	12" X 8" Reducer	EA	1		\$
35	4" DI Sewer	LF	30		\$
36	8" PVC Sewer	LF	50		\$
37	8" DI Sewer	LF	10		\$
38	10" PVC Sewer	LF	20		\$
39	12" PVC Sewer	LF	1,950		\$
40	12" DI Sewer	LF	730		\$
41	Sewer Manhole Structure	EA	11		\$
42	Sewer Cleanout	EA	1		\$
43	Silt Fence	LF	6,650		\$
44	Silt Fence Stone Outlet	EA	22		\$
45	Safety Fence	LF	6,650		\$
46	Inlet Protection	EA	26		\$
47	Concrete Washout	EA	1		\$
48	Construction Entrance	LF	2		\$
49	Sodding, Fertilizing, and Seeding	ACRE	1		
50	Flowable Fill	LF	2,200		
51	Manhole Removal	EA	12		
52	Valve Removal	EA	20		
53	Crush in Place Sewer	LF	2,500		
54	Pipe Removal	LF	200		

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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B. Bidder acknowledges that:

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EJCDC® C-410, Bid Form for Construction Contract.  
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 and American Society of Civil Engineers. All rights reserved.

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 Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Prime Bidder must perform 60% of work in this Bid. This will be checked by City of Wilson Engineer in Table A of MWBE Forms. Failing to preform 60% of work will result in an irresponsible bid.

**ARTICLE 4—TIME OF COMPLETION**

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

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

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. 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.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

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.

- c. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

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

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Contractor License No.:

\_\_\_\_\_



# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Wilson** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work shall follow City of Wilson standards. If standards are not found within City of Wilson specifications, please refer to NCDOT standards.

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**The specific project components include, but are not limited to, replacing 6” various materials of sewer to 12” DIP and PVC, 6” various materials of water to 12” DIP and PVC, and upsizing from 30” RCP to 42” RCP stormwater pipes. There is approximately 2,300 LF of stormwater RCP to be installed, 1,850 LF of DIP sewer to be installed, 2,000 LF of DIP water to be installed, multiple boxes for stormwater, manholes for stormwater and sewer, and valves for water installation.**

## **ARTICLE 3—ENGINEER**

3.01 The Owner has not retained the Design Engineer for construction of this project. The Owner will act as “Engineer” during the construction of this project.

3.02 The part of the Project that pertains to the Work has been designed by **Tim Carter, PE with Kimley-Horn.**

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **130** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **160** days after the date when the Contract Times commence to run.

#### 4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 **All Utility Work done from Douglas connection to Spruce Connection and Sewer connection on Lodge St. by July 8<sup>th</sup>, 2024**
  2. Milestone 2 **The rest of the utility work will have until August 9<sup>th</sup>.**

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 7<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:

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EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (5/24/2023).

1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications are to follow City of Wilson MSSD. A copy of specifications are given upon request that are for this project specific work.
  8. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations, and City of Wilson Standards that may affect cost, progress, and performance of the Work.
  5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor 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 Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "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 or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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 execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has

furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Wilson

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

Carlton L. Stevens

\_\_\_\_\_  
(typed or printed)

Title:

Mayor

\_\_\_\_\_  
(typed or printed)

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

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

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

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

Phone:

Email:

\_\_\_\_\_  
*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Date:

\_\_\_\_\_  
(date signed)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

\_\_\_\_\_  
(individual's signature)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

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

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

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

Phone:

Email:

License No.:

\_\_\_\_\_  
(where applicable)

State:

\_\_\_\_\_

**ADVERTISEMENT FOR BIDS**  
**City of Wilson**  
**Wilson, North Carolina**  
**Wilson Ballpark Utilities Expansion**

**General Notice**

**City of Wilson** (Owner) is requesting Bids for the construction of the following Project:

**Wilson Ballpark Utilities Expansion**  
**Project No: 2023 - 56**

Bids for the construction of the Project will be received at the **City of Wilson - Operations Center** located at **1800 Herring Ave E, Wilson, NC, 27893**, until **Thursday, February 29<sup>th</sup>, 2024** at **2pm** local time. At that time the Bids received will be **Publicly** opened and read.

The Project includes the following Work:

**The Wilson Ballpark Utilities Expansion Project is for the replacement, relocation, and size increase of utilities to support future economic development initiatives located in downtown Wilson. To aid in development, the City of Wilson must upsize existing infrastructure and relocate to make way for potential development. Development in the area includes commercial and high density residential (multi-story apartments and hotels). This project spans multiple blocks along the roadways (city and state maintained) and some work within City owned parcels of land. The specific project components include, but are not limited to, replacing 6" various materials of sewer to 12" DIP and PVC, 6" various materials of water to 12" DIP and PVC, and upsizing from 30" RCP to 42" RCP stormwater pipes. There is approximately 2,300 LF of stormwater RCP to be installed, 1,850 LF of DIP sewer to be installed, 2,000 LF of DIP water to be installed, multiple boxes for stormwater, manholes for stormwater and sewer, and valves for water installation.**

Bids are requested for the following Contract: **Wilson Ballpark Utilities Expansion**

The Project has an expected duration of **130** days.

**Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

<https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

**City of Wilson – Public Works**



**1800 Herring Ave E, Wilson, NC, 27893**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8am – 5pm**, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents will not be available from Engineer or Owner. The documents will be available online to download at the bid site for City of Wilson.

Bidder is welcome to print out said bidding documents themselves for bidding purposes.

#### **Pre-bid Conference**

A mandatory pre-bid conference for the Project will be held on **Wednesday, February 7<sup>th</sup>, 2024 at 2pm** at **City of Wilson – Economic Development Building**. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

#### **Instructions to Bidders.**

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

#### **Domestic Preference**

**This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.**

**The following waivers apply to this Contract:**

**BABAA De Minimis, Small Grants, and Minor Components**

*[add project specific waivers as applicable; If AIS applies instead of BABAA delete the BABAA waiver reference and insert references to the AIS De Minimis and AIS Minor Component waivers].*

**This Advertisement is issued by:**

Owner: **City of Wilson**

By: **Brandon Rountree, PE**

Title: **Civil Engineer**

Date: **January 31<sup>st</sup>, 2024**