



January 23, 2024

To: Contractors Holding Lincoln Street Bridge Replacement Packages.

Subject: **ADDENDUM No. 2**

Please note the following changes/corrections and confirm receipt of this ADDENDUM No. 1.

Correction to the Invitation to Bid, and Exhibit H removing the requirement for a Privilege License. Adding in correct Vendor Form.

Sincerely,

CITY OF CONCORD

Jamie Williams, P.E.
Transportation Project Engineer

JMW/dah

cc: Contract File – Lincoln Street Bridge Replacement



INVITATION TO BID

City of Concord Transportation Department

Date: January 19th, 2024

Attendance at a qualifying pre-Bid conference of the project on **January 31st, 2024 at 10:30 AM** on site, at the Lincoln St. Bridge on the Lincoln Street side, will be required for a Bid submittal.

Sealed bids will be received by the City of Concord at the Alfred M. Brown Operations Center, Conference Room C, 635 Alfred Brown Jr. Court, SW, Concord, North Carolina 28026-0308 until 2:00 p.m., local time, Tuesday February 13th, 2024 for the Lincoln Street Bridge Replacement Contract.

At said place and time, and promptly thereafter, all bids that have been duly received will be publicly opened and read aloud.

The Project Information is generally described as follows: The work under this contract includes, but is not limited to, the selected Contractor performing all necessary work to complete the 0.11 mile of bridge and bridge approach replacement by removing the existing bridge structure, asphalt pavement, curb and gutter, and sidewalk, and constructing the new bridge structure, asphalt pavement, curb and gutter and sidewalk per the Bridge Replacement of Lincoln Street Crossing Irish Buffalo Creek plan set, and as discussed in the pre-bid conference, including mobilizations, demobilizations, all labor including special subcontracting, permits, licenses, certifications, handwork, fabrications, tools, equipment, all materials, miscellaneous hardware, any supporting hardware and software, consumables, preparations, adhesives, other items and incidentals, excavations and grading, hauling, traffic control safety operations, site security, security of the work, infrastructure removals and resettings, incidental infrastructure relocations, removal of any debris, cleanup, and disposal(s), seeding and mulching, testings, cleanup, and disposal(s), touch-up repairs, special subcontracting, permits, licenses, and all else required as necessary in accordance with the Contract documents to the satisfaction of the Director and the City of Concord.

All bids must be in accordance with the Contract documents on file with the office of the City of Concord Transportation Department.

Copies of the Contract documents have also been provided to plan rooms of Associated General Contractors and F.W. Dodge Corporation in Charlotte, North Carolina.

Copies of the Contract documents may be obtained from the City of Concord at the address stipulated herein.

Bidders must be licensed Contractors in the State of North Carolina. All Subcontractors must also be licensed Contractors in the State of North Carolina.

Bids will be received on a unit price basis.

A 5% Bid security must accompany each bid.

The successful Bidder will be required to furnish a 100 percent (%) Performance Bond (on form provided by

the City of Concord) and a 100 percent (%) Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the work.

The local government of the City of Concord does not discriminate in administering any of its programs and activities. The Contractor awarded the contract for the work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

In accordance with 1 NC Administrative Code 30 I.0101, it is the policy of the City of Concord that Bidders undertake good faith efforts to recruit minority – disadvantaged business participation in the work. With regards to this, please reference the City of Concord DBE Program’s Policy Statement. Bidders will need to provide an affidavit of good faith efforts to comply with this policy as part of submitting a bid. However, no specific goals for DBE participation have been established for this contract. Firms proposed by Bidders as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the Bidder’s submittal of MBE-DBE participation.

The Contractor and all Subcontractors will be required to conform to the labor standards set forth in the Contract Documents.

The North Carolina Department of Transportation Standard Specifications for Roads and Structures (Standard Specifications) Latest Edition and the North Carolina Department of Transportation Raleigh, “Highway Design Branch Roadway Standard Drawings” (Standard Drawings) Latest Edition shall be used on this project in conjunction with the work. The Contractor shall obtain and hold a copy of said Standard Specifications and Standard Drawings, latest Editions. Definition of terms shall be as stated in Section 101 except where those that specifically delineate and apply to the North Carolina Department of Transportation and its Divisions will be synonymous with and applied to the City of Concord and its comparative Departments and those also as stated in Exhibit “A” of the contract documents. The Contractor shall also obtain and hold a copy of the City of Concord Technical Standards Manual for use in applications as directed by the Director or his designated representative.

It is an absolute requirement of the City of Concord that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

The City of Concord reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of the work. The City of Concord also reserves the right to waive informalities.

If the Contract is to be awarded, the City of Concord will give the successful Bidder a Notice of Award within the number of days set forth in the Bid Form.

BY: (signed) Lloyd Wm. Payne Jr.
Lloyd Wm. Payne, Jr., ICMA-CM
City Manager



**TRANSPORTATION DEPARTMENT
EXHIBIT "H"**

SPECIAL PROVISIONS AND CONDITIONS

Streets Preservation Contract No. Lincoln Street Bridge Replacement

SC-1. – Questions by Bidders to City

All questions about the meaning or intent of the Bidding Documents and the contract documents shall be submitted to the Director. Interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda mailed, Faxed or delivered to all parties recorded by the Transportation Department as having received the Bidding documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

SC-2. – Project Location

Locations of City maintained streets and any other specified areas under the contract work proposed for street preservation operations are as indicated on the attached spreadsheet(s) or as designed in writing as a Change Order to the Contractor by the Transportation Director. Said spreadsheet listings and any associated communication are to be made part of these Special provisions and Conditions. Please note that the Transportation Director may, in an emergency situation, call for work by the Contractor.

SC-3. - Bid and Bid Bond

A Bid may be modified or withdrawn by the submitting Bidder at any time prior to the opening of bids. If, within 24 hours after bids are opened, and Bidder files a duly signed, written notice with the City and promptly thereafter demonstrated to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the contract documents.

A bond or deposit for the Bid is required in the amount of 5% of the Total Bid amount.

SC-4. Award, Waiver of Informalities and Right of Rejection

The City of Concord reserves the right to waive informalities and also reserves the right to reject any or all Bids.

SC-5. – E-Verify

Contractor is to be made aware that the City of Concord requires that employers use E-Verify and that the work authorization of employees are made through E-Verify in accordance with NCGS§64-26(a). Contractor shall reference Exhibit "B" of the Standard Form Construction Contract and provide the Affidavit with regards to this requirement.

SC- 6. – EEO, Minority Disadvantaged Business Participation, and Drug Free Work Place

The local government of the City of Concord does not discriminate in administering any of its programs and activities. The Contractor awarded the contract for work will be required to assure that no person shall

be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

In accordance with 1 NC Administrative Code 30 I.0101, it is the policy of the City of Concord that Bidders undertake good faith efforts to recruit minority – disadvantaged business participation in the work. Reference the City of Concord DBE Program Policy Statement following. Bidders will need to provide an affidavit of good faith efforts to comply with this policy as part of submitting a quote. However, no specific goals for DBE participation have been established for this contract. Firms proposed by Bidders as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the Bidder’s submittal of MBE-DBE participation.

It is an absolute requirement of the City of Concord that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

Forms for use by Bidders in making said good faith efforts to recruit minority – disadvantaged business participation in the project and are hereby attached and made part of the Special Conditions (see following Forms for use as affidavits for the City’s MBE-DBE policy).

SC-7. Insurance

Certificates of Insurance must be submitted on an Acord 25 Form (latest revision, and the City (not a specific individual or department) must be named as additional insured on all lines of coverage (General Liability, Auto, Umbrella, Professional Liability, etc.), except Workers’ Compensation.

On the Certificate of Insurance, the ADDL INSR column shall be marked with an “X” to indicate the City is additional insured for specific lines of coverage.

The following wording must be entered into the Description of Operations:

“The City of Concord is named additional insured a required by written contract. Waiver of subrogation is granted in favor of the City of Concord on GL and Workers Compensation policies.”

The following address must be used for Certificates of Insurance:

City of Concord
Attn: Risk Management
Post Office Box 308
Concord, NC 28026-0308

NC Workers’ Compensation insurance mandatory statutory limits must be met for employers with three or more employees.

SC-8. – Sales Tax and Use Tax, Finance Forms, and Billings

The City’s designated representative (Inspector) and the Contractor are to coordinate the billings to be used under this contract. The Inspector will note the appropriate Account Line Items Number(s) on submitted Contractor Pay Request Form(s). Provisions for sales and use taxes, if any, are set forth by the requirements and direction of the City of Concord Finance Department. A **CONTRACTOR PAY REQUEST** form and a **NORTH CAROLINA SALES TAX REPORT** are provided as part of this Quote Package. Any questions with regards to such shall be coordinated through the City of Concord Finance Department.

SC-9. – Performance and Payment Bonds

The successful Bidder will be required to furnish a 100 percent (%) Performance Bond (on the form provided by the City of Concord) and a 100 percent (%) Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the work.

SC-10. – Certain Provisions Relating to Project Construction:

North Carolina Department of Transportation Asphalt Cement Index (NCDOT ACI)

- Asphalt Bid Items for this contract **will not** be adjusted to the NCDOT Asphalt Cement Index. (ACI). There will be no separate measurement or payment for asphalt cement. All costs in connection therewith shall be included in the asphalt item in which asphalt cement is used.

Milling

- Contractor is to be made aware that milling shall be performed in such a manner as to control the dust generated and mitigate mill dust from his operations.
- Contractor is to provide areas outside the right-of-way to dispose of milled material, which becomes the property of the Contractor. Any cost associated with this is incidental to the Pay Items(s) associated with this part of the work.

Asphalt Repaving

- Pave each section of roadway begun in a continuous operation. Do not begin work on another section of roadway unless satisfactory progress is being made toward completion of intersections and all other required incidental work by satisfactorily furnishing additional paving equipment and personnel, except for milling and patching operations.
- Place asphalt concrete in trench sections with asphalt pavement spreaders made for the purpose, or with other equipment approved by the Engineer.
- The actual asphalt binder content will be established during construction by the Director or the Director's representative within the limits established in the Standard Specifications. Also, certain listed streets could be rehabilitated and resurfaced using a mix type different than that specified in the contract Pay Items at the direction of the Director or his representative. In the event that a different mix is specified by the Director or proposed in writing by the Contractor, and if the Contractor and the Director mutually agree to a contract unit price for the new mix type Pay Item, payment will be made in accordance with the appropriate Method of Measurement and Basis of Payment given in the General Conditions.

SC-11. – Damages and Repairs

- The City of Concord will not responsible for any claims or damages brought by the property owner(s). Should the Contractor fail to make necessary damage repairs within a reasonable period of time as determined by the Director to any public or private infrastructure damaged by the Contractor (or a Subcontractor) within the course of the work, the City of Concord will make repairs and shall be reimbursed by the Contractor for all labor, tools, and materials necessary to correct the failure. Such reimbursements shall be deducted from the money due the Contractor or shall be billed to Contractor.
- The Contractor will be responsible for protection, prevention of vandalism, and maintenance of asphalt work, permanent Thermoplastic pavement lines and markings, newly installed – fresh poured concrete such as curb and gutter, wheelchair ramps and sidewalk sections, etc. prior to acceptance by the City.

SC-12. – Inspection and Final Acceptance of the Work

The Director or his designated representative reserves the right to perform all inspection and make all final acceptance of the work. If failure of an item of work occurs within the time of the contract, the contractor shall begin to make necessary repair(s) within two weeks, weather pending. Should the Contractor fail to make necessary repairs within the given time frames established, the City of Concord will make repairs and shall be reimbursed by the Contractor for all labor, tools, and materials necessary to correct the failure. Such reimbursements shall be deducted from the money due the Contractor or shall be billed to Contractor.

SC-13. – MDBP Reporting with Final Payment

The Contractor shall also submit a copy of the minority – disadvantaged business participation statement with the final payment invoice so as to capture and report all minority – disadvantaged business participation on the project to City of Concord, Attn: Finance Department, P.O. Box 308, Concord, N.C. 28026-0308. A copy of this report is also to be given to the Director or his representative. In the event that the Contractor had no minority – disadvantaged business participation on the project, the Contractor will still be required to submit such reporting as no participation. Where participation is from minority – disadvantaged business material suppliers or manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers and 100% for manufacturers) of expenditures to be reported. The final invoice will not be processed without submission of the report.

**VENDOR INFORMATION FORM
CITY OF CONCORD**



**Purchasing Department, Division of Finance Department
Brown Operations Center
635 Alfred Brown Jr Court SW
P. O. Box 308
Concord, NC 28026-0308
Phone: 704-920-5440 Fax: 704-785-8856
www.concordnc.gov (INFORMATION AND CONTACTS)**

NOTE: COMPLETION OF THIS FORM IS NECESSARY TO ESTABLISH A VENDOR NUMBER WITHIN OUR SYSTEM, AND FOR ANY FUTURE PAYMENTS, CONTRACTING, ETC. THE W9 MUST ALSO BE COMPLETED AND SUBMITTED. THIS FORM IS ALSO FOR VENDOR INFORMATION UPDATES.

(AS SHOWN ON IRS TAX FORM)

LEGAL NAME OF COMPANY/CORPORATION: _____
SOLE PROPRIETOR NAME _____
DBA/DOING BUSINESS AS (IF DIFFERENT FROM LEGAL NAME) _____

ARE YOU A NORTH CAROLINA CORPORATION? YES _____ NO _____ ARE YOU REGISTERED TO DO BUSINESS IN NORTH CAROLINA? YES _____ NO _____

FEDERAL TAX ID# _____ SOCIAL SECURITY # IF INDIVIDUAL/SOLE PROPRIETOR _____
NOTE: NUMBER PROVIDED MUST MATCH YOUR TAX REPORTING NAME

QUOTATION ADDRESS: _____ **COUNTY** _____

MAILING ADDRESS (PURCHASE ORDERS) _____

REMITTANCE ADDRESS _____

INVOICE PAYMENT TERMS _____ **TERM DISCOUNT? IF YES, EXPLAIN** _____

MANAGER: _____ **PHONE:** _____ **FAX:** _____

SALES REPRESENTATIVE: _____ **PHONE:** _____ **FAX:** _____

CONTACT PERSON: _____ **PHONE:** _____ **FAX:** _____

ACCOUNTS RECEIVABLE CONTACT: _____ **PHONE:** _____ **FAX:** _____

NOTE: FOR ELECTRONIC PAYMENTS, EFT FORM IS ON WEB SITE OR CONTACT FINANCE:
<http://www.concordnc.gov/Departments/Finance/Accounts-Payable> FOR MORE INFORMATION

TYPE OF PRODUCT OR SERVICES PROVIDED: _____

FOR CITY USE BELOW:

CITY DEPARTMENT CONTACT: _____ **DATE:** _____

RECEIVED IN PURCHASING BY: _____ **DATE:** _____

VENDOR NUMBER ASSIGNED: _____

NOTES OR COMMENTS: