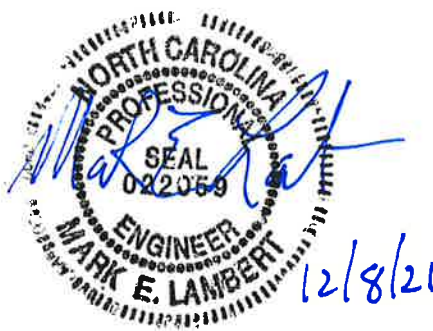


**PROJECT MANUAL**  
**FOR**  
**LOWER BACK CREEK**  
**INTERCEPTOR REHABILITATION**  
**WATER AND SEWER AUTHORITY**  
**OF CABARRUS COUNTY**



ISO 14001:2015 ♦ NC Star Public Sector ♦ ISO 45001:2018

**DECEMBER 2021**

Section 00 02 00

INVITATION TO BID

Date: December 15, 2021

**LOWER BACK CREEK INTERCEPTOR REHABILITATION**

Sealed Bids will be received by the Water and Sewer Authority of Cabarrus County (WSACC) (OWNER) at 232 Davidson Highway, Concord, North Carolina 28027 until 2:00 p.m., local time, January 25, 2022.

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

The proposed Work is generally described as follows:

±Clean/televise 350 feet of 36" sewer; install CIPP liner in 4,130 feet of 36" sewer; install 305 VF of cementitious mortar in manholes; install polymer concrete inserts in 15 existing manholes; install 29 watertight frames and covers; various manhole and sewer repairs; bypass pumping of wastewater; and other related sewer rehabilitation work.

The Issuing Office for the Bidding Documents is Frazier Engineering. Electronic copies of the Bidding Documents may be obtained at no charge from the Issuing Office by calling Frazier Engineering at 704.822.8444. Paper copies of the Bidding Documents may be obtained from the Issuing Office at a charge of \$150. No refunds will be made. Checks for Bidding Documents shall be payable to Frazier Engineering. Upon request and receipt of the document payment indicated above, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. 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.

Copies of the Bidding Documents have also been provided to plan rooms of Associated General Contractors and Dodge Construction Central in Charlotte, North Carolina.

Attendance at the Pre-Bid Conference is strongly encouraged. The Pre-Bid Conference will be held at 10:00 a.m. local time on January 6, 2022. The Pre-Bid Conference will be held at the Lower Rocky River Pump Station (7200 Rocky River Road, Concord, NC 28025).

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.

Bid security in an amount of 5 percent of the Bidder's maximum Bid must accompany each Bid.

The Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bills and obligations arising from the performance of the Contract.

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

The Bidder is required to make a good faith effort to meet a 10 percent goal for minority business participation in the total value of Work in accordance with State G.S. 143-128.2. The Bidder shall identify efforts made in this regard and list minority business enterprises that will be used on the project as required in the Bidding Documents.

If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form for acceptance of the Bid.

Water and Sewer Authority of Cabarrus County

Section 00 10 00

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions. Additional terms used in these Instructions to Bidders shall have the meanings indicated below, which are applicable to both the singular and plural thereof.

- A. Bidder - The individual or entity who submits a Bid directly to Owner.
- B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder - The lowest qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein provided) makes an award.
- D. Bid Submittal Packet – Documents submitted by the Bidder to the Owner that represent the Bid. The documents shall include the following items listed below. Other documents not specifically listed below, but required to be submitted with the Bid as described elsewhere in the Bid Document, shall be submitted in addition to the items listed below.
  - 1. Bid Form
  - 2. Bid Bond
  - 3. Contractor Questionnaire Form
  - 4. Minority Business Enterprise (MBE) Affidavits A & B
  - 5. Non-Collusive Affidavit
  - 6. Debarment Certification Form
  - 7. List of Subcontractors Form

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01. Bidding Documents which include all front-end documents may be examined from the Owner at the address indicated in Section 00 10 00 "Invitation to Bid", and obtained from the Issuing Office of Frazier Engineering at 704.822.8444 on the following basis:

	<u>Charge</u>	<u>Refund</u>
Complete set of Bidding Documents (Electronic)	\$0	N/A
Complete set of Bidding Documents (Paper)	\$150.00	None

2.02. Complete sets of Bidding Documents must be used in preparing Bids; Owner and Engineer will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

2.03. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit within 5 days after Owner's request, written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Owner or Engineer. The Bid shall contain evidence of Bidder's qualification to do business in the state where the Project is located.

### ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01. Not Used.

4.02. Underground Facilities.

- A. Information and data reflected in the Bidding Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof.

4.03. Hazardous Environmental Condition.

- A. The General Conditions identify those reports and drawings relating to hazardous environmental conditions identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 5.06 of the General Conditions has been identified. Bidder is responsible for any interpretation or conclusion

Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports, or shown or indicated on such reports and drawings.

4.04. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and underground facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to hazardous environmental conditions at the site, if any, and possible changes in the Contract Documents due to any hazardous environmental condition uncovered or revealed at the site which was not shown or indicated in the Bidding Documents or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 5.06 of the General Conditions.

4.05. Before submitting a Bid, each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to physical conditions (surface, subsurface, and underground facilities) at the site or otherwise, which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 24 hours in advance, Owner will take reasonable steps to coordinate each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling Mark Lomax at 704.786.1783 ext. 231.

4.06. Reference is made to the General Conditions for the identification of the general nature of other work that is to be performed at the site by Owner or others (such as utilities or other prime contractors) that relate to the Work for which a Bid is to be submitted. On request, Owner will provide to Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work at a cost to be determined by Owner.

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

- A. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;

- B. Visit the site and become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- D. Carefully study all technical data, if any, of subsurface and physical conditions at or contiguous to the site which have been identified in Paragraph 5.03 of the General Conditions. Carefully study all technical data of hazardous environmental conditions, if any, at the site which have been identified in Paragraph 5.06 of the General Conditions;
- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data not specifically identified in the Bidding Documents concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the Work to be performed by Owner or others at the site that relates to the Work indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Bidding Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 5 - SITE AND OTHER AREAS

5.01. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto deemed necessary by the Contractor for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Bidding Documents.

#### ARTICLE 6 - INTERPRETATIONS AND ADDENDA

6.01. All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Questions may be emailed to Mark Lambert at [mlambert@frazier-engineering.com](mailto:mlambert@frazier-engineering.com). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 5 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.

#### ARTICLE 7 - BID SECURITY

7.01. Each Bid must be accompanied by bid security made payable without condition to Owner in an amount of 5 percent of Bidder's maximum Bid and in the



form of a certified or bank check or a bid bond issued by a surety meeting the requirements set forth in the General Conditions.

7.02. The bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and to furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon bid security furnished by such Bidders will be returned.

7.03. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within the earlier of 7 days after determining said Bidders are not to be awarded, or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form.

## ARTICLE 8 - CONTRACT TIMES

8.01. The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.

## ARTICLE 9 - LIQUIDATED DAMAGES

9.01. Provisions for liquidated damages, if any, are set forth in the Agreement.

## ARTICLE 10 - SUBSTITUTE AND "OR-EQUAL" ITEMS

10.01. Bidder's attention is directed to Articles 7.05 and 7.06 of the General Conditions concerning "Or-Equals" and "Substitutes" items, respectively. Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Engineer's intent is to consider alternative products which have the desired essential characteristics. The Engineer will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders bidding as Prime Contractors. Acceptances for substitutions will not be granted directly to Suppliers, Distributors, or Subcontractors. Pursuant to Section 133-3, General Statutes of North Carolina, the following procedures shall be used:

Bidders desiring to submit alternative product proposals for prior acceptance of the Engineers shall submit, in writing, such proposals from at least 15 days prior to bid receipt date. Applications received after this time will not be reviewed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data, and other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require shall be included. The Engineer shall consider and either accept or reject all alternative product proposals submitted.

If, by the close of the fifth day prior to the deadline for receiving Bids, the Engineer has accepted any alternative product proposals, the Bidding Documents shall be modified to include the alternative products. The Engineer shall publish the modification in an Addendum at least 5 days prior to the deadline for receiving Bids. The Engineer's decision of acceptance or rejection of a proposed substitute shall be final.

## ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01. If the Bidding Documents require the identity of certain Subcontractors, Suppliers, and other individuals or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the Bid opening submit to Owner the List of Subcontractors, completed with names of all such Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

11.02. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.07 of the General Conditions.

11.03. Contractor shall not be required to employ any Subcontractor, individual, or entity against whom Contractor has a reasonable objection.

11.04. All Subcontractors shall be a licensed contractor in the State of North Carolina.

## ARTICLE 12 - PREPARATION OF BIDS

12.01. The Bid Forms indicated in the Table of Contents are bound in the Bidding Documents and shall not be removed therefrom unless otherwise specified. Bids must be completed in ink.

12.02. All blanks in the Bid Form shall be filled. A bid price shall be indicated for each unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

12.03. A Bid by a corporation shall be executed in the corporate name by the president or the vice-president or by another corporate officer, accompanied by evidence of authority to sign for the corporation.

12.04. A Bid by a partnership shall be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign.

12.05. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm shall be shown below the signature.

12.06. A Bid by an individual shall show the Bidder's name.

12.07. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form.

12.08. The names of all persons signing shall be legibly printed below their signatures. A Bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

12.09. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

12.10. No alterations in Bids by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by Bidder; if initialed, Owner may require Bidder to identify any alteration so initialed.

## ARTICLE 13 - BASIS OF BID; EVALUATION OF BIDS

13.01. Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

13.02. The Owner's Contingency Allowance is to be added to the Bid Price and is to be used for minor change order items. If the Owner's Contingency Allowance is to be used, a scope of work and price would be negotiated. The Owner's Contingency Allowance is for the sole use of Owner. A change order will be issued to delete any unauthorized portion of the Owner's Contingency Allowance.

## ARTICLE 14 - SUBMISSION OF BID

14.01. Bids shall be submitted at the time and place indicated in the Invitation to Bid, unless changed by Addendum in which case Bids shall be submitted at the modified time and/or place indicated by Addendum. Bids shall be enclosed in an opaque, sealed envelope or wrapping, addressed to:

Water and Sewer Authority of Cabarrus County  
Attention: Chad VonCannon  
232 Davidson Highway  
Concord, NC 28027

14.02. Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate envelope, with the notation "BID ENCLOSED" on the face of it.

14.03. Each bid envelope shall be identified on the outside with the words "Bid for Lower Back Creek Interceptor Rehabilitation".

14.04. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

14.05. One copy of the Bid Submittal Packet that contains the Bid Form must be submitted with the Bid.

14.06. Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

14.07. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

14.08. A conditional or qualified Bid will not be accepted.

#### ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

15.01. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner 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, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 16 - OPENING OF BIDS

16.01. Bids will be publicly opened at the time and place indicated in the Invitation to Bid, unless changed by Addendum in which case Bids shall be publicly opened at the modified time and/or place indicated by Addendum, and, unless non-responsive, read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

16.02. The procedure for opening Bids will follow North Carolina G.S. 143-132.

#### ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01. All Bids shall remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of that period.

## ARTICLE 18 – MINORITY BUSINESS PARTICIPATION DOCUMENTATION

18.01. The Minority Business Participation goal of 10 percent is established under the Owners Outreach / Minority Participation Plan. In accordance with North Carolina G.S. 143-128.2, all bidders are required to make a good faith effort to meet the Minority Business Participation goal and to provide information relative to minority business enterprises that will be used as construction subcontractors, vendors, suppliers or providers of professional services for the proposed project. This information must be provided with the bid by completing the "Identification of Minority Business Participation" form that is included with the Bid documents. The total dollar value of the Bid that is to be performed by Minority business contracting must also be included on the form. Also included with the bid documents is Affidavit A and Affidavit B. Each bidder must complete Affidavit A (Listing of Good Faith Efforts) that outlines the good faith efforts made to comply with the minority business participation requirements for the proposed project. If a bidder intends to perform 100% of the Work with its own forces, then Affidavit B (intent to Perform Contract With Own Workforce) must be completed and submitted instead of Affidavit A.

## ARTICLE 19 - AWARD OF CONTRACT

19.01. Owner 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. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all objections to minor deviations in the Work, and to negotiate contract terms with the Successful Bidder.

19.02. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form prior to the Notice of Award.

19.04. In evaluating Bidders, Owner will consider the qualifications of responsible, responsive Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents. Owner also may consider, without limitation, the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.

19.05. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents.

19.06. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of Owner.

19.07. The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

Conformance of terms, methods, materials, equipment, and other conditions in the specifications and drawings of the Contract Documents.

Owner-required inventory of spare parts.

Building design changes which would be required to accommodate the proposed materials and equipment.

Installation requirements and related engineering, training, and operating costs.

Experience and performance record of the Supplier or the manufacturer.

Maintenance and frequency of inspections required to ensure reliable performance of the equipment.

The Supplier's or the manufacturer's service facilities and availability of qualified field service personnel.

Efficiency and related operating expense during the anticipated useful life of the equipment.

## ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01. The General Conditions set forth Owner's requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such Bonds.

## ARTICLE 21 - SIGNING OF AGREEMENT

21.01. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement, with all other Contract Documents which are identified in the Agreement as attached thereto. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds and power of attorney. Within 30 days thereafter, Owner shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, Bonds, and power of attorney; and shall distribute signed copies as stipulated in the Agreement. Each counterpart is to be accompanied by a complete set of the Drawings, with appropriate identification.

## ARTICLE 22 - SALES AND USE TAXES

22.01. Provisions for sales and use taxes, if any, are set forth in the General Conditions.

## ARTICLE 23 - RETAINAGE

23.01. Provisions concerning retainage are set forth in the Agreement.

## ARTICLE 24 - LAWS AND REGULATIONS

24.01. Laws and Regulations are set forth in the General Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement.

24.02. In accordance with Section 112(c) of Title 23 USC, and G.S. 143-54(a) of the State of North Carolina, the Contractor (Bidder), by submission and execution of this Bid, certifies to have not entered into any agreement, participated in any



collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Bid on this project.

24.03. Bidder shall complete and submit with the Bid the certification pertaining to debarment included with the Bid Forms. Debarment certification requirements are set forth in the General Conditions.

## ARTICLE 25 – PRE-BID CONFERENCE

25.01. A non-mandatory Pre-Bid Conference will be held at the time and location indicated in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid. Information presented at the Pre-Bid Conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the Pre-Bid Conference. Information presented, and statements made at the Pre-Bid Conference will not be binding or legally effective unless incorporated in an Addendum.

End of Section