

HH ARCHITECTURE

ADDENDUM #2

July 10, 2026

Project Name: 1105 Warehouse Drive
Owner: City of Raleigh
HH Project #: 23-022.02
From: **HH Architecture**
Kelly Walstrum, AIA
kwalstrum@hh-arch.com

Message: Bidders are hereby informed that the following additions, deletions, changes and clarifications supersede and supplement the Contract Documents for the above referenced project. It forms a part of the previously issued documents dated **June 6, 2026** on the cover.

This addendum may include revised pages and drawings, which shall be inserted before the corresponding page or drawings in the previously issued documents.

CLARIFICATIONS

1. The Bid Date has been postponed to **10:00 AM** on **Wednesday, July 22, 2026**
2. An additional addendum will be released no later than Wednesday, July 15, 2026.

SPECIFICATIONS

1. Section 000100 Project Advertisement: **REPLACE** with attached section 000100
2. Section 000200 Instructions to Bid: **REPLACE** with attached section 000200
3. Section 000409 Bidder's Checklist: **REPLACE** with attached section 000409
4. Section 000410 Bid Form: **REPLACE** with attached section 000410.
5. Section 000440 MWBE Forms & Affidavits: **REMOVE** section in its entirety.

END OF ADDENDUM

ADVERTISEMENT FOR BIDS
POSTED: JUNE 10, 2026
CITY BID NUMBER: 274-ES-FO-FY26-DIX1105WH

Project: 1105 Warehouse Drive Renovation

Owner: City of Raleigh, North Carolina, Engineering Services Department, 1027A N. West St. Raleigh, NC 27601.

Contact: Glen Willert, glen.willert@raleighnc.gov

Architect: HH Architecture

Sealed Bids will be received until **July 22 at 10:00 am**, at 1027A N. West St., Raleigh, NC 27603, at which time and place bids will be publicly opened and read aloud for the construction of the 1105 Warehouse Drive project.

After Bids are opened, the Owner shall evaluate them in accordance with the methods and criteria set forth in the Instructions to Bidders. The Owner/City Council reserves the right to waive any informality or to reject any or all Bids. Unless all Bids are rejected, Award will be made to the lowest responsible and responsive Bidder, taking into consideration quality, performance and the time specified in the Bid Form for the performance of the Contract.

A Mandatory Pre-Bid Meeting will be held on **June 23 at 10:00 am** at 1105 Warehouse Drive, Raleigh, NC 27603.

Requirements for pre-bid submittals of an "or-equal" are required within 10 days of the issuance of the Advertisement for Bids and in accordance with Section 00200, Instructions to Bidders.

The Project consists generally of the following major items:

Renovation of a 2,172 SF office building and related electrical, mechanical, and plumbing upgrades.

Bidding Documents may be examined at the office of HH Architecture, 1100 Dresser Court, Raleigh, NC 27609.

Complete Bidding Documents may be obtained by emailing the office of HH Architecture at kwalstrum@hh-arch.com. Electronic documents will be provided at no cost.

With each request for Bidding Documents supply the following information: Company name, contact person, street address, phone number, and email address for Bidding point of contact; N.C. contractor's license with limitation and classification; indicate if the firm will be a Prime bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instruction to Bidders.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instruction to Bidders.

~~Pursuant to General Statutes of North Carolina Sections 143-128.2 and 143-131, and in accordance with City policy, the City of Raleigh encourages and provides equal opportunity for certified Minority and Woman-Owned Business Enterprise (MWBE) businesses to participate in all aspects of the City's contracting and procurement programs to include Professional Services;~~

~~Goods and Other Services; and Construction. The prime contractor will be required to identify participation of MWBE businesses in their Bid, and how that participation will be achieved.~~

~~Furthermore, the City's goal is to contract or sub-contract fifteen percent (15%) of the contract amount to certified MWBEs on construction projects over \$300,000, or with contracts that include \$100,000 or more in state funding.~~

City of Raleigh

Janet Cowell, Mayor

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS
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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and which registers plan holders.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement For Bids may be obtained by registering with the Issuing Office as identified in the advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Architect, 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 authorize or confer a license for any other use.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Architect and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Architect cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Architect cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Bidders are notified that relevant Articles of Chapter 87 of the General Statutes of North Carolina, will be observed in receiving and awarding contracts. Bidders for this Project must be properly licensed for the Work.

- 3.02 To demonstrate Bidder's qualifications to perform the Work prior to award, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state contractor license number.
 - C. Official name of Bidder and length of time the organization has been in business under present name.
 - D. Address, phone and fax numbers of main place of business. Address and phone numbers of company office that will manage the Project if different than above.
 - E. Officers of the company. Name and resume of designated project manager and field superintendent. Number of regular employees of the organization.
 - F. Latest financial statement showing assets and liabilities of the company.
 - G. Name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
 - H. Listing of completed projects of similar size and type in the last 5 years. Provide name and phone number of project owner representative.
 - I. Existing work commitments.
 - J. List of work to be subcontracted. Name and addresses of subcontractors.
 - K. Names and addresses of major material Suppliers.
 - L. Statement that bidder is capable of completing the project within the stated time.
 - M. Safety record of company for the last 5 years showing any violations, etc.
 - N. List of all claims/resolutions/final judgements for the last 10 years.
 - O. Failure or refusal to furnish information requested shall constitute a basis for disqualification of Bidder and the withholding of the Bid Bond.

~~3.03 The apparent Low Bidder shall submit within 72 hours of the Bid Date the following Affidavits:~~

- ~~A. Affidavit C, Portion of the Work to be Performed by Certified MWBE Businesses.~~
- ~~B. Affidavit D, Good Faith Efforts.~~
- ~~C. Failure or refusal to furnish information requested shall constitute a basis for disqualification of Bidder and the withholding of the Bid Bond.~~

~~3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.~~

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. 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 5.03 of the General Conditions has been identified and established in Paragraph 5.03 of the Supplementary Conditions. 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 in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Architect by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. 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 and established in Paragraph 5.06 of the Supplementary Conditions. 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 in such 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 subsurface or physical 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 a Hazardous Environmental Condition 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 Drawings or Specifications 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 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as 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, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 Reference is made to Article 8 of the Supplementary 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 and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- 4.07 Paragraph 7.13.G of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.08 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents, including any Addenda;
 - 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, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 5.06 of the Supplementary Conditions as containing reliable Technical Data;
 - E. Consider the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - 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(s) bid and within the times required, 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 and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. Promptly give Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Architect is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- J. The site shall be inspected only in the company of an authorized representative of the Owner with appointments made through the Owner's project representative. The representative's contact information for this project is Doug Pearce, Phillip.Pearce@raleighnc.gov.

4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific sequences of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Architect are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A mandatory Pre-Bid Conference will be held on June 23, 2026, at 10:00 am at 1105 Warehouse Drive, Raleigh, NC 27603. Representatives of Owner and Architect will be present to discuss the Project. Bidders are required to attend and participate in the conference. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. The Owner has obtained the temporary easements shown for construction and limited staging and laydown area as indicated on the Drawings; however, all additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor with agreements being in writing and a copy of the agreement provided to the City. All permits, regulatory approvals and fees associated with obtaining the additional area shall be the full responsibility of the Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Architect in writing only. Interpretations or clarifications considered necessary by Architect, in response to such questions, will be issued by Addenda to all plan holders registered with the Issuing Office. Questions received less than seven [7] working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Architect's email address is kwilstrum@hh-arch.com.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Architect.
- 7.03 Submittal with questions shall include the project name, City Bid Number, the person's name submitting the question, firm, telephone number, and email address.
- 7.04 Addenda, when issued, will be on file at the offices of the Owner and Architect and the NC Interactive Purchasing System (IPS) at least 72 hours before Bids are opened. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternatives) and in the form of a certified check, bank money order, or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 6.01 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, 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 Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. 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 end of the Bid holding period, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, ready for final payment, and Milestones (if any) are set forth in Section 00520, Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth on the Bid Proposal Form.

ARTICLE 11 – “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those “or-equal” materials and equipment approved by Architect and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed “or-equal” item. No item of material or equipment will be considered by Architect as an “or-equal” unless written request for approval has been submitted by Bidder and has been received by Architect within seven [7] days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request shall conform to the requirements of Paragraph 7.05 and 7.06 of the General

Conditions and related Supplementary Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Architect's decision of approval or disapproval of a proposed item will be final. If Architect approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

Applications for review of "or-equals" materials or equipment shall be by Bidders only.

- 11.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, 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 five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such 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 Owner or Architect, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may declare the Bid as non-responsive and award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Architect makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Architect subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.07 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in Supplementary Conditions 7.07.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Issuing Office. To bid the project the Bidder should be registered with the Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternatives the words "No Bid," "No

Change,” or “Not Applicable” may be entered. Bid forms shall not be conditional, limited, or restricted in any way.

- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 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 and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

- A. When the Bid Form is set up for Lump Sum bidding, Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. When the Bid Form includes Alternate(s), Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- C. In the comparison of Bids, alternatives will be applied in the same order of priority as listed in the Bid Form to the extent that project funds are available.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 The Owner, at the location and time indicated in the Advertisement for Bids, will receive sealed Bids. Bids received after the indicated time and date shall not be considered.

- 15.02 With each copy of the Bidding Documents, a Bidder may be furnished one separate unbound copy of the Bid Form and the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and all attachments as outlined in Article 8 of the Bid Form. The complete list of required bid documents can also be found in the attached Bidder's Checklist. The completed checklist shall be the first page of all bids submitted.
- 15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement For Bids and shall be enclosed in a plainly marked package with the Project title, City Bid Number, and project name as applicable, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Jason Clough , City of Raleigh, Integrated Facility Services Department, 1027A N. West Street, Raleigh, North Carolina 27603.
- 15.04 The Bidder shall be fully responsible for timely delivery at the location designated for receipt of the Bids.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same 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. Modifications shall indicate only the amount to be added to or deducted from the Bidder's Bid amount as submitted on the Bid Form.
- 16.02 No bid may be withdrawn after the Bid opening for a period of time as indicated in the Bid Form except in accordance with the provisions of N.C. General Statutes 143-129.1.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement For Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, 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 not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder when the lowest responsible Bid is in excess of the funds available.
- 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 alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of 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 Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.07 In determining the lowest responsible Bidder, Owner may take into consideration the past performance of Bidder on construction contracts with particular concern given to completion times, quality of work, safety record, cooperation with other contractors, and cooperation with owner.
- 19.08 In determining the responsive Bidder, Owner shall take into consideration bidder's compliance with the requirements of G.S. 143-128.2(c). Failure of the low bidder to furnish affidavit(s) and documentation as required by the Bid Form for compliance with G.S. 143-128.2(c) may constitute a basis for disqualification of the Bid.
- 19.09 Owner reserves the right to reject Bid as non-responsive if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work described therein.
- 19.10 Should the Owner adjudge that the apparent low Bidder is not the lowest responsible Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid security shall be returned.
- 19.11 If the Contract is to be awarded, the Owner reserves the right to award contracts to the lowest responsive, responsible bidder in the manner described above.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets 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 issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract

Documents which are identified in the Agreement as attached thereto. Within 15 consecutive calendar days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 30 consecutive calendar days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

- 21.02 In case of failure of Owner to execute the Agreement in the appropriate time, Bidder shall have the right to withdraw bid.
- 21.03 In case of failure of Bidder to execute the Agreement, Owner may at his option consider the Bidder in default, in which case Bid security accompanying Bid shall be retained by the Owner.
- 21.04 Applicable laws, ordinances, and the rules and regulations of authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

ARTICLE 22 – SALES AND USE TAX

- 22.01 The Owner is exempt from sales and use taxes on materials and equipment to be incorporated in the Work. Refer to Paragraph 7.10 of the Supplementary Conditions for additional information.

END OF DOCUMENT

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in Article 7 of the Bid Form section, the following items shall be included with the fully executed Section 00410 Bid Form:

	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall include an executed Power of Attorney.
	B.1.	Acknowledgement of MWBE Policy
	B.2.	Identification of Certified MWBE Participation
	B.3.	Affidavit A, Listing of Good Faith Effort; or Affidavit B, Intent to Perform Contract with Own Workforce
	C.	Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement
	D.	City of Raleigh – Contractor's Poor Performance Policy
	E.	Non-Collusive Affidavit
	F.	Notice to Contractor Regarding Intrusions Beyond Project Limits
	G.	Evidence of authority to do business in the state of the Project (i.e., copy of contractor's license)

BID FORM

PROJECT: City of Raleigh – 1105 Warehouse Drive Renovation

CITY BID NO.: 274-ES-FO-FY26-DIX1105WH

BID FROM: _____

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Glen Willert
City of Raleigh, Integrated Facility Services Department
1027A N. West St.
Raleigh, NC 27603
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this bid, bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Supplemental Conditions - 5.02 as containing reliable Technical Data, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06 as containing reliable Technical Data.
- E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific sequences of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - 1. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - 2. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - 3. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.A:
 - a. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 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;
 - c. “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
 - d. 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. For all Work, a Lump Sum of:

_____ Dollars
(\$ _____)

B. For the following Alternates in priority order as selected by the Owner for inclusion in the Project as follows:

- 1. ~~Alternate #01 – Tower C & D speakers and amplifiers \$ _____~~
- 1. **Alternate #01 – Membrane Roof Replacement \$ _____**
- 2. **Alternate #02 – Re-Point Masonry \$ _____**
- 3. **Alternate #03 – Replace HVAC Unit \$ _____**
- 4. **Alternate #04 – Overhead Sectional Doors \$ _____**

5. **Alternate #05 – Existing Overhead Doors to Remain \$** _____
6. **Alternate #06 Exterior Door and Frame Replacement \$** _____

TOTAL BID PRICE (Sum of Items 1 through 6) \$ _____

- 5.02 Bidders are hereby notified that GS 143-128(d), requires all bidders on single prime projects to identify on their Bid form the contractors they have selected for the subdivisions for branches of work for (1) HVAC, (2) Plumbing, (3) Electrical, and (4) General. Accordingly, bidder shall list below applicable selected contractors for the following branches of work (write "N/A" if not applicable or self-performed).

HVAC _____	_____	_____
	Name	License No.
Plumbing _____	_____	_____
	Name	License No.
Electrical _____	_____	_____
	Name	License No.
General _____	_____	_____
	Name	License No.

- A. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- B. Bidder acknowledges that the rights of the Owner and the recommendations of the Architect are not to be questioned in the Award of Contracts.
- C. Bidder acknowledges that it is the intention of the Mayor and City Council to let contracts on a basis of the Bids received in accordance with GS 143-129 and in such manner as they deem to be for the best interests of the Owner.
- D. Bidder acknowledges that the Owner reserves the right to accept or reject any or all bids and to waive any informalities in the bidding.
- E. Bidder acknowledges that should the total bid exceed the funds available to construct the project, the Owner reserves the right to reduce the scope of work from the project by deleting certain lump sum or unit price bid items prior to awarding the contract to bring the project within the funds available.
- F. Bidder acknowledges that if this contract is awarded, Bidder must, with every pay request, furnish to the Public Utilities Director of the City of Raleigh an accurate itemized statement of North Carolina Sales Taxes paid on materials, supplies, equipment, and other items charged to this contract, and otherwise fully comply with the "Procedure for Reporting North Carolina Sales Tax Expenditures.". A sales tax form must be submitted even if there is no sales tax incurred.
- G. Bidder agrees to begin work within 10 days from the date of the Notice to Proceed.

- H. Bidder agrees that should the Owner reduce the scope of work by 25% or less of the Total Bid price prior to award of the contract, the lump sum and the unit price on all bid items shall remain unchanged.
- I. Bidder agrees that in the case of failure on his part to execute the said Contract and the Bonds within 15 consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of the Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Bid shall be returned to the Bidder.
- J. Bidder agrees to provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and will furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Engineers under them, in a first class manner.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Base Bid Work will be substantially complete within **(125)** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06.B of the General Conditions within **(150)** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages of **\$1,000** per calendar day in the event of failure to complete the Work within the Contract Times. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not to be construed, in any sense, as a penalty.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of a Bid Bond or Certified Check (Section 00430);
 - ~~B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A Bidder that will perform all of the work with its own workforce may submit an Affidavit B to that effect in lieu of the affidavit A required above.~~
 - ~~1. Nondiscrimination Agreement (Section 00440);~~
 - ~~2. Use of MWBE Businesses (Section 00440);~~
 - ~~3. Identification of Minority Business Participation (Section 00440), and;~~
 - ~~4. Affidavit A, Listing of Good Faith Effort, or Affidavit B, Intent to Perform Contract with Own Workforce (Section 00440).~~
 - C. Contractor's Certificates, Affidavit of Organization and Authority of Sworn Statement (Section 00441);

- D. City of Raleigh – Contractor’s Poor Performance Policy (Section 00442);
 - E. Non-Collusive Affidavit (Section 00443);
 - F. Notice to Contractor Regarding Intrusions Beyond Project Limits (Section 00444);
 - G. Evidence of authority to do business in the state of the Project (i.e., copy of contractor’s license);
- 7.02 Submit the Bidder’s Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.
- 7.03 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:
- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or,
 - B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
- 7.04 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 Bidder’s License
- A. Number: _____
 - B. Classification: _____
 - C. Limitation: _____
 - D. Employer’s Tax ID No.: _____
 - E. Business Address: _____
 - F. Phone No.: _____ Fax No.: _____
 - G. Contact Person: _____ E-mail Address: _____
 - H. Phone No. w/ Ext.: _____
- 9.02 This Bid is submitted by:
- If Bidder is:
- An Individual**

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title (typed or printed): _____

Attest: _____

(Signature of Corporate Secretary)

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title (typed or printed): _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is ____/____/____.

Limited Liability Company - LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company was formed:

By: _____

(Signature of Manager)

Name (typed or printed): _____

Title (typed or printed): _____