



**HIGHFILL**

Highfill Infrastructure Engineering, P.C.  
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**To:** ALL PLANHOLDERS

**Copies:** Darren Redfield, City Purchasing  
Catherine Knisley, City Purchasing  
Jordan Toney, WSFC Utilities

**Date:** January 29, 2024

**Proj. No.:** WIN2001

**Subject:** Addendum No. 2  
Peters Creek Outfall – Phase 2  
Bid No.: FB#24172  
Owner: Winston-Salem/Forsyth County Utilities

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### **ADDENDUM NO. 2**

**BID DATE: FEBRUARY 1, 2024 @ 2:00 PM**

**BID OPENING LOCATION: CITY HALL, CONFERENCE ROOM 16**

Please be advised of the following changes in the plans and specifications for this project:

**Item 2.01:** Refer to the Itemized Proposal Form:

Replace the Itemized Proposal Form with the attached updated Itemized Proposal Form.  
**Please submit this new Itemized Proposal Form with your bid.**

Note that soil sampling and testing has been removed from Pay Item 26.a. Pay Item 26.d (Contaminated Soils Testing Allowance) has been added as an Allowance.

**Item 2.02:** Refer to Section 01 20 00 – Price and Payment Section:

Pay Item 26.a – delete “soil sampling and testing.”

Add the following Pay Item 26.d – Contaminated Soils Testing Allowance

An Allowance to engage with an environmental consultant to collect up to three soil borings and water samples from Station 10+00 to Station 11+00. Samples shall be submitted to a North Carolina certified laboratory and analyzed for pesticides listed in the Soil Management Plan in the Appendix. If contaminants are detected in the soil or groundwater, the Contractor shall follow the Soil Management Plan. The contaminated soil testing shall be incorporated into the Contractor’s schedule and shall occur within 90 days of Notice to Proceed.

The following questions were received in writing and the Engineer's response is in bold below.

1. Norfolk Southern Railway - Agreement Requirements for "Railway Support Services"  
Addendum 1 includes the License Agreement with Norfolk Southern Railway and, states that the Licensee will be responsible for expenses regarding "Flagging Operations" and "Construction Monitoring". Will these costs be paid by Winston-Salem/Forsyth County Utilities (the named Licensee)? or, will these costs be passed on to the Contractor? If the costs are to be the responsibility of the contractor, would you consider adding an allowance for Railway Support Services (Monitoring and Flagging)?

**Costs for railway support services shall be the Contractor's responsibility.**

2. Shoring/Protection of Structures for buildings adjacent to Pipe Bursting work  
It has been mentioned that the Pipe Bursting operations may pose a risk to the adjacent buildings and, that underpinning and shoring will be required to mitigate possible damage. Would you consider adding an item for the protection of existing structures?

**Protection of existing structures, if needed, shall be included in existing Bid Items.**

3. Item 26, A, B, C - Contaminated Soils  
The Item Description and Measurement and Payment Section for item 26 (A) - Contaminated Soils Management, states that, this is a lump sum item – and is to include soil sampling, testing, trench lining, temporary monitoring wells, environmental consulting, development of a remediation plan and any other work required for the completion of this item and full remediation for up to 200 CY of material.  
However, the Soil Management Plan (Appendix B) states that the excavated material must be placed in sealed roll off boxes or drums, stored on-site, and then must be tested before a proper disposal/remediation plan can be determined.  
It is therefore not possible for the contractor to determine a cost for this item with accuracy. In fairness to the Owner and the Contractor, It is suggested and requested that an allowance Item is created 26 A, B and C.

**An allowance for soil sampling has been added, see Items 2.01 and 2.02 above.**

No further changes at this time.

A list of all bid set holders is available through a link on our website ([www.hiepc.com](http://www.hiepc.com)) under the Project Links/Bid Documentation section.

Please acknowledge receipt of this Addendum in the space provided in the Itemized Proposal Form for each bid submitted. Failure to do so may constitute grounds for the rejection of your Bid.

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.



Eddie Sasser, PE  
Project Manager

**Itemized Proposal Form**  
Winston-Salem/Forsyth County Utility Commission  
**Peters Creek Outfall Replacement – Phase 2**  
FB #24172

**REVISED PER  
ADDENDUM NO. 2**

**ARTICLE 1 – BID RECIPIENT**

1.01 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.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

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

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; (3) Bidder’s safety precautions and programs; and (4) Bidder has correlated all such information available.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the 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 prices:

No.	Item	Quantity	Units	Unit Price	Extended Total
1	Mobilization, Bonds, Insurance (3% of subtotal)	1	LS		
2	Temporary Traffic Management	1	LS		
3	Clearing & Grubbing	1	LS		
4	4' Standard Precast MH - Replace Existing MH				
	a. 15'-20' Depth	1	EA		
5	5' Standard Precast MH				
	a. 10'-15' Depth	3	EA		
	b. 15.01'-20' Depth	1	EA		
6	5' Standard Precast MH - Replace Existing MH				
	a. 0'-10' Depth	1	EA		
	b. 10.01'-15' Depth	3	EA		
7	5' Type B Precast MH				
	a. 24'-26' Depth	1	EA		
8	5' Type B Precast MH - Replace Existing MH				
	a. 10'-15' Depth	6	EA		
	b. 15.01'-20' Depth	2	EA		
	c. 20.01'-25' Depth	1	EA		
	d. >25' Depth	1	EA		
9	6' Type B Precast MH - Replace Existing MH				
	a. 15'-20' Depth	1	EA		
10	8' Type B Precast MH - Replace Existing 4' MH				
	a. 15'-20' Depth	1	EA		
11	Outside Drop for MH				
	a. 6" Diameter Pipe	2	EA		
	b. 8" Diameter Pipe	1	EA		
	c. 10" Diameter Pipe	2	EA		
12	Sewer MH Vent	3	EA		
13	Gravity Sewer 10" - Excavate and Replace				
	a. 0'-5' Depth	35	LF		
	b. 5.01'-10' Depth	41	LF		
	c. 10.01'-15' Depth	11	LF		
	d. 15.01'-20' Depth	28	LF		
14	Gravity Sewer 20" - Excavate and Replace				
	a. 15'-20' Depth	312	LF		
15	Gravity Sewer 24"				
	a. 15.01'-20' Depth	122	LF		
16	Gravity Sewer 24" - Excavate and Replace				
	a. 0'-10' Depth	55	LF		
	b. 10.01'-15' Depth	43	LF		
	c. 15'-20' Depth	36	LF		
17	Gravity Sewer 30"				
	a. 0'-10' Depth	44	LF		
	b. 10.01'-15' Depth	469	LF		
	c. 15.01'-20' Depth	313	LF		
	d. 20.01'-25' Depth	56	LF		

No.	Item	Quantity	Units	Unit Price	Extended Total
<b>18</b>	Gravity Sewer 30" - Excavate and Replace				
	a. 0'-10' Depth	367	LF		
	b. 10.01'-15' Depth	986	LF		
	c. 15.01'-20' Depth	353	LF		
	d. 20.01'-25' Depth	51	LF		
<b>19</b>	Reuse Ex. 54" Tunnel Plate Liners				
	a. Broad Street Crossing	1	LS		
	b. University Boulevard Crossing	1	LS		
	c. Tunnel Liner Plate Repair	100	LF		
<b>20</b>	30" HDPE Sewer via Pipe Bursting	557	LF		
<b>21</b>	Install CIPP Liner				
	a. 24"	773	LF		
	b. 30"	81	LF		
<b>22</b>	4" Standard Sanitary Sewer Lateral Connection	2	EA		
<b>23</b>	Sanitary Sewer Service Pipe	90	LF		
<b>24</b>	Sanitary Sewer Service Cleanout	2	EA		
<b>25</b>	Rock Excavation	100	CY		
<b>26</b>	Contaminated Soils				
	a. Contaminated Soils Management	1	LS		
	b. Add'l Contaminated Soils Remediation	500	CY		
	c. Add'l Contaminated Groundwater Residuals	60,000	GAL		
	d. Contaminated Soils Testing Allowance	1	LS	\$15,000	\$15,000
<b>27</b>	Abandon Existing Sewer - Plug Ends	10	EA		
<b>28</b>	Remove Existing Aerial Crossing – Canal Drive	1	LS		
<b>29</b>	Asphalt Pavement Repair - Road	1,050	SY		
<b>30</b>	Asphalt Pavement Repair - Driveway	90	SY		
<b>31</b>	Gravel Pavement Repair	200	SY		
<b>32</b>	Concrete Sidewalk	40	SY		
<b>33</b>	Stabilization Stone	185	CY		
<b>34</b>	Select Backfill	250	CY		
<b>35</b>	Flowable Fill	200	CY		
<b>36</b>	12-Foot-Wide Double Leaf Fence Gate	1	EA		
<b>37</b>	Fence Replacement	100	LF		
<b>38</b>	Temporary Sewer Bypass Pumping	1	LS		
<b>39</b>	Temporary Erosion Control Measures	1	LS		
<b>40</b>	Temporary Seeding and Mulching	2	AC		
<b>41</b>	Permanent Seeding and Mulching	2	AC		
<b>42</b>	Digital Submission Requirements for Utility GIS Data	1	LS		
<b>43</b>	Rip Rap - Class 1	460	TN		
<b>44</b>	Allowance - Renovation	1	LS	\$100,000	\$100,000

The Total Base Bid Price shall be:

\_\_\_\_\_ (words)  
\$ \_\_\_\_\_ (numerals)

Where the numerical bid amount and the written word amount is required the numerical amount will prevail.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be Substantially Complete in accordance with Paragraph 15.04 of the General Conditions within 480 calendar days of Notice to Proceed as indicated in the Construction Contract.
- 6.02 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 510 calendar days of Notice to Proceed as indicated in the Construction Contract.  
  
Note that calendar days to final payment includes 180 calendar days for material procurement.
- 6.03 Bidder accepts the liquidated damages sum of \$1,200 per calendar day and provisions thereof as stipulated in the Construction Contract.

**ARTICLE 7 – SUBCONTRACTORS REQUIREMENTS FOR CERTAIN BUILDING CONTRACTS**

Pursuant to North Carolina General Statute 143-128 paragraph (d) which states “Single-prime contracts-All bidders in a single-prime project shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

- (1) Heating, ventilating, and air conditioning
- (2) Plumbing
- (3) Electrical; and
- (4) General.”

IDENTIFICATION OF MAJOR SUBCONTRACTORS (per G.S.143-128-d). Bidder submits below a list of Subcontractors to be used in the performance of the work. No substitute(s) for the Subcontractors listed below shall be allowed except as prescribed in N.C.G.S. 143-128-d.

If Bidder elects to self-perform any work specifically described in the list below, the Bidder shall so indicate by entering “Self-Performing” in the appropriate row(s).

If any of the work specifically described in the list below is not applicable to the project, the Bidder shall so indicate with "N/A" in the appropriate row(s).

<b>Description of Work</b>	<b>Subcontractor</b>	<b>NC Contractor License No.</b>
HVAC		
Electrical		
Plumbing		
General		



**BID PROPOSAL AUTHORIZATION AND SIGNATURE**

**BIDDERS:**

The undersigned has received and reviewed a complete set of the Contract Documents for the above referenced project by the City of Winston-Salem and/or City/County Utility Commission, and in submitting this bid agree to accomplish the work in strict accordance with said Documents.

**The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate bid proposal form will be construed as non-responsive and the bid proposal will not be considered.**

\_\_\_\_\_ (SEAL)  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Print Name and Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Mailing Address, (P.O. Box or Street)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Email Address

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_  
(name)  
to me personally known, being duly sworn, did execute the foregoing proposal, and did so state  
that he/she was properly authorized by \_\_\_\_\_  
(name of company)  
to execute the proposal and did so on his/her free act and deed. **SEAL**

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

**The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the City's award of this contract.**

We ( ) are a Historically Underutilized Business (HUB) certified by State of North Carolina.

We ( ) are a minority business enterprise.  
( ) are not a minority business enterprise.

If yes, please identify in the appropriate box below:  
( ) Black  
( ) Hispanic  
( ) Asian American including Indian Subcontinent and Pacific Islands  
( ) Native American Indian including Eskimos and Aleuts

We ( ) are a woman-owned business concern.  
( ) are not a woman-owned business concern

**REQUIRED TO BE EXECUTED WITH THE BID**  
**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )

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

Project: \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, Employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

Signed \_\_\_\_\_ SEAL

\_\_\_\_\_  
Title

Subscribed and Sworn to Before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_(Notary)

My Commission Expires: \_\_\_\_\_