

**DURHAM COUNTY
NORTH CAROLINA**



INVITATION FOR BIDS

Paving & Repairs for Durham County Facilities

IFB 26-015R

Proposals Due:

June 25, 2026
2:00 P.M. Eastern Time

Paving & Repairs for Durham County Facilities

IFB 26-015R

TABLE OF CONTENTS

CHAPTERS		PAGE #
0001	Legal Notice for Bids	4
0002	Instructions to Bidders	6
0003	Equal Employment Opportunity	11
0005	Technical Specifications & Special Conditions	13
0006	Affidavit of Compliance (E-Verify)	35
0007	Bid Form	37
0008	Special Notice	42
0009	Non-Collusion Affidavit	44
0010	Vendor application/W-9 Form	45
0011	No Bid Reply Form	47

BID SCHEDULE

(Note: The dates below are subject to change)

Paving & Repairs for Durham County Facilities

IFB 26-015R

Advertisement Date	5/31/26
Site Visit	6/9/26 10:00 A.M.
Last Date for Questions	6/16/26 3:00 P.M., Eastern
Bids Due Date	6/25/26 2:00 P.M., Eastern

0001 – Legal Notice for Bids



LEGAL NOTICE

Paving & Repairs for Durham County Facilities

IFB 26-015R

Sealed bids, so marked, will be received by the County of Durham Purchasing Division until **2:00 P.M.** Eastern Time, on **June 25, 2026**, in the Conference Room, Durham County Administrative Complex, 201 East Main Street, 7th Floor, Durham, North Carolina, at which time they **will be received**. The work contemplated will include patching, sealing, striping, and crack filling at (1) Durham County EMS 6 Building, 226 Milton Rd, Durham, NC 27712, followed by remaining facilities at (2) Durham Center Access, 309 Crutchfield Street, Durham, NC 27704, (3) EMS #1, 402 Stadium Drive, Durham, NC 27704, (4) Durham County Cooperative Extension Building, 721 Foster Street, Durham, NC 27701, (5) Foster Street Parking Lot, 315 Holland Street, Durham, NC 27701, (6) Durham County Main Library, 300 North Roxboro Street, Durham, NC 27701, (7) The Durham County Community Shelter, 412 Liberty Street, Durham, NC 27701, (8) Durham County General Services Building, 310 South Dillard, Durham, NC 27701, (9) Durham County Main Fueling Station, 310 South Dillard, Durham, NC 27701, and (10) Justice Services Center, 326 East Main Street, Durham, NC 27701.

Site Visits will be held starting at 10:00 A.M. Eastern Time on June 9, 2026. Interested parties will gather in the parking lot at Durham County EMS 6 Building, 226 Milton Rd, Durham, NC 27712.

Instructions for submitting bids, specifications, and a complete description of the work involved and the apparatus, supplies, materials, equipment for which bids are invited can be examined at the office of the project manager, Lee Duncan. Arrangements for examining these documents must be made with Mr. Duncan. Mr. Duncan can be reached by email at leeduncan@dconc.gov.

Questions concerning administrative matters should be directed to Godfrey Herndon Procurement Specialist at (919) 560-0741 or via email at purchasinggroup@dconc.gov.

Contractors who bid must be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting. The Contractor's North Carolina License number shall be designated on the outside of the envelope containing the bid.

Bids will be evaluated and the Contract will be awarded in accordance with statutory public contract requirements as supplemented.

The County reserves the right to reject any and/or all bids, waive informalities, and/or accept such bid as appears in its judgement to be in the best interest of the County.

Publication Date: May 31, 2026

0002 – Instructions to Bidders

INSTRUCTIONS TO BIDDERS

Paving & Repairs for Durham County Facilities

IFB 26-015R

1. For a Bid to be considered, it must be in accordance with the following instructions:

Bids must be made in strict accordance with the “Bid Form” provided therefore and all blank spaces for the Bid Alternates and Unit Prices shall be properly filled in. When alternates are requested, and alternates are not included in the bid, the bid will be considered incomplete. The Bidders agree that Bids on Bid Form detached from Specifications will be considered and will have the same force and effect as if attached hereto. **Numbers shall be stated both in writing and in figures for the Base Bid and Alternates. One (1) original and four (4) copies of the original (for a total of five documents) shall be submitted to the Purchasing Division.**

Bids are invited on the basis of a Single Prime Contract.

Any modification to the Bid Form (including Alternates and Unit Prices) may disqualify the Bid and may cause the Bid to be rejected.

The Contractor shall fill in the Bid Form as follows:

- A. If the documents are executed by a sole Owner, that fact shall be evidenced by the word of “Owner” appearing after the name of the person.
 - B. If the documents are executed by a Partnership, that fact shall be evidenced by the word of “Co-Partner” appearing after the name of the partner executing them.
 - C. If the documents are executed on the part of a Corporation, they shall be executed by either the President or the Vice-President and attested by the Secretary or Assistant Secretary in either case, and the title of the office of such person shall appear after their signatures. The Seal of the Corporation shall be impressed on each signature page of the documents.
 - D. If the Bid is made by a Joint Venture, it shall be executed by each member of the Joint Venture in the above form for sole Owner, Partnership, or Corporation, whichever form is applicable.
 - E. All signatures shall be properly witnessed.
 - F. It shall be the specific responsibility of the Bidder to deliver this Bid to the proper official at the appointed place and prior to the time for the opening of the Bids. Late delivery of a Bid for any reason, including delivery by the United States Mail, shall disqualify the Bid.
 - G. Modifications of previously deposited Bids will be acceptable only if delivered to the place of the bid opening prior to the time for opening Bids.
 - H. Unit Prices quoted in the Bids shall include overhead and profit and shall be the full compensation for the Contractor’s cost involved in the work.
2. It is understood and mutually agreed that by submitting a Bid the Contractor acknowledges that he/she has carefully examined the bidding documents pertaining to the work, the locations, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site; and has satisfied him/herself as to the nature of the work, the condition of the existing buildings and structures, the conformation of the ground, the

character, quality and quantity of the materials to be encountered; the character of the equipment, machinery, plant and other facilities needed preliminary to and during prosecuting of the work; the general and local conditions; the construction hazards; and all other matters, including but not limited to, the labor situation which can in any way affect the work under the Contract; and including all safety measures required by the Occupational Safety Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Bid, the Contractor acknowledges that he/she has satisfied him/herself as to the feasibility and meaning of the plans, drawings, Specifications, and other contract documents for the construction of the work and that he/she accepts all terms, conditions and stipulations contained therein and that he/she is prepared to work in cooperation with the other contractors performing work on the site.

Please use 10 cubic yards in estimating the price for undercut excavation costs. Please provide the cost for patching at appropriate facilities separately as an alternative price. Also, provide unit pricing for all line items. The Main Fueling Station operates 24 hours a day. However, during the paving and repair project specific locations can be blocked off if needed.

It is understood that these paving and repair projects are weather dependent, so start dates for the projects will be determined accordingly. Completion times and dates are negotiable. Weekends and/or after-hours work will be permitted on this project. All work at the facilities must be done after hours or on weekends. In the eventuality that issues arise with a facility, unit pricing is required as part of the proposal. Crack filling, seal coating and striping required throughout entire parking lot at Cooperative Extension. **Material substitutions will be considered during the bidding phase until 3:00 P.M., Eastern Time on June 16, 2026. No substitutions will be considered after that time and date.**

For proposed material substitutions submit the following information directly to: [Lee Duncan, \(leeduncan@dconc.gov\)](mailto:leeduncan@dconc.gov).

- Name of manufacturer
- Address of manufacturer
- Phone number of manufacturer
- Trade name
- Model or catalogue designation
- Manufacturer's data including:
 - Performance and test data
 - Reference standards
- Detailed comparison with specified product including:
 - Performance
 - Test results
 - Warranties
 - Gauge, thickness or strength of material finish
- Other pertinent data
- Other information requested by the Project Manager

To ensure a fair bidding process, all questions from the contractors must be emailed to purchasinggroup@dconc.gov no later than 3:00 P.M. Eastern Time, on June 16, 2026. These questions will be addressed in an Addendum.

4. Any Addenda to Specifications issued during the time of bidding will be sent to each bidder. All Addenda issued are to be considered covered in the bid and in closing a Contract will become part thereof. All Addenda issued will be posted on our eBid System. **It shall be the Contractor's responsibility to ascertain prior to bid time the Addenda issued and to see that his/her bid includes any changes thereby required.**

The Project Manager will not be responsible for any explanation or interpretation of the proposed documents. Neither the Owner nor the Project Manager will be responsible for any oral instructions. Any interpretation of the proposed document will be made only by Addendum duly issued, a copy of which will be mailed or delivered to each person receiving a set of such documents. Notification should not be later than seven (7) days prior to the date set for receipt of Bids.

All Addenda shall be acknowledged by the bidder(s) on the Bid Form. Failure to do so may disqualify the bid and may cause the bid to be rejected.

5. **Bids shall be received in strict accordance with requirements of the General Statutes. All copies of the Bid, and any other documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The envelope can be hand delivered or mailed and shall be addressed to the Durham County Finance, Purchasing Division, Durham County Administrative Complex, 201 East Main Street, 7th Floor, Room 703, Durham, NC 27701, and should be identified with the project name, time and date of Bid Opening, the Bidder's name and address.**
6. Contractors who bid must be licensed to do work in the State of North Carolina under the Act to Regulate the Practice of General Contracting. The Contractor's North Carolina license number shall be designated on the outside of the envelope containing the bid.
7. It is the responsibility of the bidder to ensure that the bid arrives at or before the time and date indicated. Once any bid is opened, there shall not be any withdrawal of bids by any Bidder and no bids may be returned by the Owner to any Bidder.
8. Bids shall be evaluated using the Total Bid. The Total Bid shall be the summation of the product of all the Items' Unit Bid Prices by their Estimated Quantities. In the event of a math error, the Extended Totals and the Total Bid will be corrected based on the Unit Price furnished in the bid. Bids with math errors will be compared using the corrected Total Bid (i.e., the math must be correct before a bid is considered for award).
9. The Owner shall award the contract to the lowest, responsible, responsive bidder taking into consideration the past performance of the Bidder on Construction Contracts for the County of Durham, the State of North Carolina, or other governmental agencies with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Project Manager and Owner. The Owner shall have the right to accept Alternates in any order of combination.
10. For all work being performed under this Contract, the County of Durham has the right to inspect, examine, and to make copies of any books, accounts, records, and other writings related to the performance of the work. Audit shall take place at times and locations mutually agreed upon by both parties, although the contractor must make the materials to be audited available within one (1) week of the request.
11. Contract completion time for all work on this project is **thirty (30) days**, from substantial completion, whichever is first. Bidders shall note the 30-calendar daytime limit for the substantial completion of such work as may be contracted for as follows: Paving & Repairs for Durham County Facilities.
12. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm for **ninety (90) days**. Bids may be withdrawn by written notice of a request to withdraw the bid within seventy-two hours of the bid opening date, not including Saturdays, Sundays, or other days (such as holidays) on which the local government offices are closed.
13. All bidders must complete the Vendor Application/W-9 Form and include it with their bid package. This information will be used to create or update Durham County's electronic Bidder/Vendor files if awarded contract.

14. Site Visits: Ten site visits will take place at **10:00 A.M., on June 9, 2026**, starting at (1) Durham County EMS 6 Building, 226 Milton Rd, Durham, NC 27712, followed by remaining facilities at (2) Durham Center Access, 309 Crutchfield Street, Durham, NC 27704, (3) EMS #1, 402 Stadium Drive, Durham, NC 27704, (4) Durham County Cooperative Extension Building, 721 Foster Street, Durham, NC 27701, (5) Foster Street Parking Lot, 315 Holland Street, Durham, NC 27701, (6) Durham County Main Library, 300 North Roxboro Street, Durham, NC 27701, (7) The Durham County Community Shelter, 412 Liberty Street, Durham, NC 27701, (8) Durham County General Services Building, 310 South Dillard, Durham, NC 27701, (9) Durham County Main Fueling Station, 310 South Dillard, Durham, NC 27701, and (10) Justice Services Center, 326 East Main Street, Durham, NC 27701.
15. **Security of Non-public Records:** Pursuant to N.C.G.S. § 132-1.7, entitled, “Sensitive Public Security Information”, public records, as defined in G.S. 132-1, shall not include information containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities. Therefore, all information provided, received, gathered or obtained by BIDDER containing specific details of public security plans and arrangements or the detailed plans and drawings of public buildings and infrastructure facilities shall be held confidential and shall be used by the BIDDER only for the purpose of responding to this bid. All plans and drawings shall be returned to the County. Any breach of this paragraph by the BIDDER may result in BIDDER being barred from being awarded any contracts with the COUNTY.
16. **E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
17. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that they understand that the following acts by the Contractor, its employees and/or agents performing services on County property is prohibited.
- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs, and;
 - Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County of Durham in addition to any criminal penalties that may result from such conduct.
19. The following forms/documents must be returned with your original Bid Proposal:
- a. **Bid Form (Addenda issued must be acknowledged on the Bid Form)**
 - b. **Non-Collusion Affidavit (Notarized)**
 - c. **Vendor Application/W-9 Form**
 - d. **Bid Deposit (Bid Bond, cash, cashier’s check or certified check). Power of Attorney must be included when submitting a Bid Bond)**
 - e. **Affidavit of Compliance (E-Verify) (Notarized)**

END OF INSTRUCTIONS TO BIDDERS

0003 – Equal Employment Opportunity

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the contractor's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the contractor's noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County contracts.
- e. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such subcontractor or vendor.

0004 – Technical Specifications and Special Conditions

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 1

PROJECT: Cooperative Extension Building – Asphalt repair in 2 locations at the rear entry of the parking lot. Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Remove broken asphalt and test existing subgrade. If subgrade is not to compaction, repair as needed and replace asphalt.
- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.
- Area for repair is highlighted in red.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Asphalt and subgrade repair as needed, crack filling, resealing and restripe parking lot at County Facilities as shown on the plans and as outlined in these specifications. Complete asphalt repair as indicated by attached photo for repair area. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY'S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dconc.gov

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff's Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 2

PROJECT: Durham County Community Shelter – Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Crack filling, resealing and restripe parking lot at Community Shelter as shown on the plans and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY’S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dconc.gov

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff’s Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 3

PROJECT: Durham County EMS 6 Building – Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Crack filling, resealing and restripe parking lot at EMS 6 as shown on the plans and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY’S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dconc.gov

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff’s Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within ten (10) days from the Contract Award, the Contractor shall submit a schedule of work for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 4

PROJECT: Durham County General Services Building – Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Crack filling, resealing and restripe parking lot at General Services as shown on the plans and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY’S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator

Telephone: 919-451-9694

leeduncan@dconc.gov

Shawn Swiatocha, Assistant Director General Services

Telephone: 919-560-0443

sswiatocha@dconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff’s Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within ten (10) days from the Contract Award, the Contractor shall submit a schedule of work for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 5

PROJECT: Durham County Main Fueling Station – Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Crack filling, resealing and restripe parking lot at Main Fueling Station as shown on the plans and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY’S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dconc.gov

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff’s Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 6

PROJECT: Durham County Main Library – Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Crack filling, resealing and restripe parking lot at Main Library as shown on the plans and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY’S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator

Telephone: 919-451-9694

leeduncan@dkcon.org

Shawn Swiatocha, Assistant Director General Services

Telephone: 919-560-0443

sswiatocha@dkcon.org

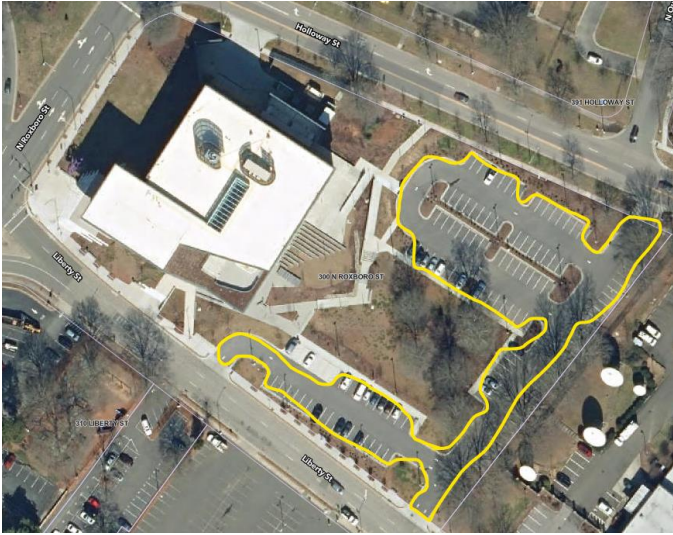
CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff’s Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within ten (10) days from the Contract Award, the Contractor shall submit a schedule of work for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 7

PROJECT: Justice Services Center. Remove and replace 15 x 30 sq. foot broken asphalt. Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Remove broken asphalt and test existing subgrade. If subgrade is not to compaction, repair as needed and replace asphalt.
- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.
- Area for repair is highlighted in red.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Asphalt and subgrade repair as needed, crack filling, resealing and restripe parking lot at County Facilities as shown on the plans and as outlined in these specifications. Complete asphalt repair as indicated by attached photo for repair area. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY’S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dkcon.gov

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dkcon.gov

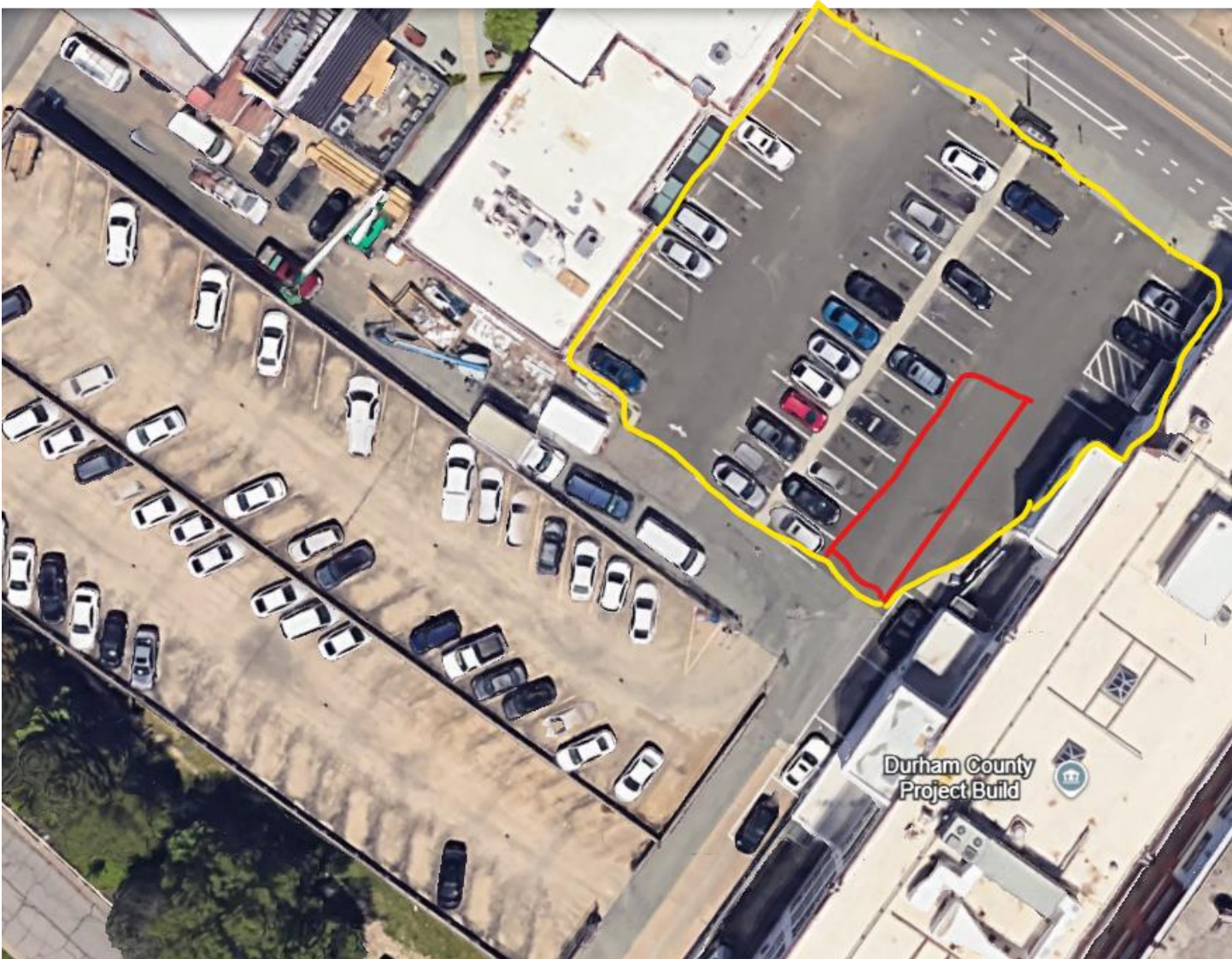
CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff’s Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 8

PROJECT: Durham Center Access. Repair 2 post markings on the pavement, approximately 8 sq. feet. Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Repair 2 post markings on the pavement, approximately 8 sq. feet.
- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.
- Area for repair is highlighted in red.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Asphalt and subgrade repair as needed, crack filling, resealing and restripe parking lot at County Facilities as shown on the plans and as outlined in these specifications. Complete asphalt repair as indicated by attached photo for repair area. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY'S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dconc.gov

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff's Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 9

PROJECT: EMS #1. Mill, pave and repaint striping in parking lot.

SCOPE OF WORK:

- The Contractor shall furnish all labor, equipment, materials, traffic control, and incidentals necessary to mill existing asphalt pavement to appropriate depth and install new hot mix asphalt (HMA) to original elevation.
- Area for repair is highlighted in red.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Mill, pave and restripe parking lot at County Facilities as shown on the plans and as outlined in these specifications. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY'S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator
Telephone: 919-451-9694
leeduncan@dkcon.org

Shawn Swiatocha, Assistant Director General Services
Telephone: 919-560-0443
sswiatocha@dkcon.org

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff's Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS – Package 10

PROJECT: Foster Street Parking Lot. Fill cracks and seal asphalt parking and repaint striping in parking lot.

SCOPE OF WORK:

- Fill all asphalt cracks with proper sealer and reseal the entire parking area. Once set, stripe lot as directed by County Representative.

PROJECT DESCRIPTION: Work on this project shall be covered by a Single Prime Contract.

BASE CONTRACT: The Work includes furnishing of all materials and labor necessary for the completion of the Project: Crack filling, resealing and restripe parking lot at Foster Street Parking Lot as shown on the plans and as outlined in these specifications. Complete asphalt repair as indicated by attached photo for repair area. The scope includes all work indicated or implied by the drawings or specifications. It includes all items that may not be specifically shown but are required for a complete and finished job or may be required by codes or regulations.

DURHAM COUNTY'S REPRESENTATIVE(S):

Lee Duncan, Project Facilitator

Telephone: 919-451-9694

leeduncan@ddconc.gov

Shawn Swiatocha, Assistant Director General Services

Telephone: 919-560-0443

sswiatocha@ddconc.gov

CONTRACTOR USE OF PREMISES:

Do not use the road for parking unless otherwise permitted by the Durham County General Services and/or Engineering Departments and/or Sheriff's Department.

CONTRACT COMPLETION TIME/SCHEDULE: Contract completion time for all work on this project is for 30 calendar days from the Notice to Proceed. Failure to complete the work within the designated time period will result in the assessment of liquidated damages in the amount of \$200.00 per calendar day.

WORK SCHEDULE: Within **ten (10) days** from the Contract Award, the Contractor shall submit a **schedule of work** for the installation of all the work under this contract to the Owner for approval.

END OF SPECIAL CONDITIONS



Unit Pricing

Provide the following unit pricing for materials:

Item	NCDOT Spec Sect.	Description	Quantity	Unit	Unit Price	Amount Bid
1	226	Undercut Excavation		CY		
2	520	Aggregate Base Course (Gravel Area)		TN		
3	607	Milling Asphalt Pavement (2" deep)		SY		
4	SP	ACSC, Type SF9.5B		TN		
5	1205	Paint Pavement Markings Lines (4")		LF		

0005 – Affidavit of Compliance (E-Verify)

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes

I, _____ (hereinafter the "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. Yes _____
 - b. No _____
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This ____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

0006 – Bid Form

BID FORM

GENERAL CONSTRUCTION CONTRACT

PROPOSAL TO THE COUNTY OF DURHAM DURHAM, NORTH CAROLINA

Paving & Repairs for Durham County Facilities

IFB 26-015R

BID

FROM:

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid in accordance with the other terms and conditions of the Contract Documents.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a) This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening;
- b) The Owner has the right to reject this bid;
- c) Accompanying this proposal is a certified check (or bid bond) for \$_____, which represents not less than five (5) percent of the aggregate amount of the proposal. Said check, or the full amount of the bond, shall become the property of County and be retained by the County in the event of withdrawal of the bid after the public opening or should the undersigned fail to execute a contract with the County and give satisfactory surety within fifteen (15) days after the award. Otherwise, said check or bid bond, to be returned to the undersigned. The undersigned agree, if awarded the contract, to deliver satisfactory surety bond in the amount equal to not less than 100% of the contract within fifteen (15) days after Notice of Award;
- d) BIDDER will sign and submit the Agreement with the Bonds and other documents within 15 days after the date of the Owner's Notice of Award;
- e) BIDDER has examined copies of all the Bidding Documents.
- f) BIDDER has visited the site and become familiar with the general and local site conditions;
- g) BIDDER is familiar with federal, state, and local laws and regulations;
- h) BIDDER certifies that no federal excise or refundable North Carolina sales taxes have been included in this bid;**

- i) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, tests, studies and data with the Bidding Documents;
- j) BIDDER certifies that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, or that any official or employee of the County of Durham will be admitted to any share or part of the contract or any benefits that may arise therefrom if the contract is awarded to this company;
- k) BIDDER acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No: _____	Dated: _____
No: _____	Dated: _____
No: _____	Dated: _____
No: _____	Dated: _____
Dated: _____ 20____.	
(Month and Date)	

3. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

SINGLE PRIME CONTRACT:

Base Bid Lump-Sum Price \$ _____

In words,

Pursuant to N.C.G.S. 143-128(d), all bidders shall identify on their bid the contractors they have selected for the subdivisions or branches of work for:

(1) Heating, ventilating, and air conditioning; _____	Lic.# _____
	Lic.# _____
(2) Plumbing _____	Lic.# _____
	Lic.# _____
(3) Electrical _____	Lic.# _____
	Lic.# _____
(4) General _____	Lic.# _____
	Lic.# _____

A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between the contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the contract between the contractor and the County.

4. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5. The following documents are attached to and made a condition of the Bid:
(a) Required Bid security in the form of

_____:

6. BIDDER acknowledges the provisions in the General Conditions for Liquidated Damages of \$200.00 per day.

SUBMITTED ON _____, 20_____.

SIGNATURE OF BIDDER:

North Carolina Contractor's License Number

If an Individual: _____, doing business

as: _____

If a Partnership: _____ a

by: _____, partner

If a Corporation:

(a _____ Corporation)

by: _____ (SEAL &

Title: _____ ATTEST)

Business Address of Bidder:

If Bidder is a joint venture, other party must sign below.

North Carolina Contractor's License Number _____

If an Individual: _____

Doing business as: _____

If a Partnership: _____

by: _____

Title: _____

If a Corporation: _____
(a _____ Corporation)
by: _____ (SEAL & ATTEST)
Title: _____

We have the following necessary and suitable equipment in good condition and ready for use on this work.

—

—

—

—

—

0007 – Special Notice

SPECIAL NOTICE

NORTH CAROLINA SALES TAX

The Committee Substitute for Senate Bill No. 78, passed by 1961 Legislature, requires that contractors pay North Carolina Sales Tax on materials and equipment purchased for construction of municipal work, and further provides that those taxes on certain items are refundable to municipalities under submission of proper evidence by the Owner to the North Carolina Department of Revenue. Reference is made to “Sales and Use Tax Regulation 42”.

BIDDER WILL NOT INCLUDE REFUNDABLE NORTH CAROLINA SALES TAX IN HIS OR HER LUMP-SUM BID. The Contractor will be reimbursed at the time each monthly estimate is paid for refundable North Carolina Sales Taxes paid during any preceding month, provided he or she submits to the Owner information which will make it possible to show the sales tax as a separate item on the estimate. The tax may be shown at the bottom of the estimate in the following manner.

“Total of refundable N.C. Sales Tax paid on the above estimate amounted to \$_____.”

To substantiate the payment of the sales tax indicated, the CONTRACTOR MUST IN ADDITION,

Submit a SWORN NOTARIZED statement itemizing the tax, showing each amount and to whom paid, and certifying that the articles purchased were used in the work performed for the Owner. Receipts for these amounts must be included with the estimate. Such receipts should include all taxes paid by the prime contractor and any of his subcontractors.

The above must accompany each estimate for payment and is required by the Owner in making claims for tax refunds.

Every person/business who purchases any taxable tangible personal property, taxable services or certain digital property for storage, use, or consumption in North Carolina (NC) for business use from out-of-state vendors upon which the tax has not been fully paid must register with the NC Department of Revenue and remit the balance of tax due on such purchases based on NC’s sales and use tax rate. Out-of-state contractors are required to register for sales and use tax purposes with the State of NC. Registration Application, Form NC-BR, must be completed and mailed to the NC Department of Revenue. Out-of-state contractors should also seek a Certificate of Exemption or Certificate of Resale Form from their state’s Department of Revenue office when purchasing

taxable tangible personal property from their local state to be stored, used, or consumed in NC provided their state participates in the Streamlined Sales Tax Agreement. Out-of-state sales tax is not reimbursable by the state of North Carolina. For additional information on North Carolina regarding sales and use tax, please contact the NC Department of Revenue.

0008 – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the bidder that has submitted the attached bid;
2. He/She 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, parties of 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 or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price of any other bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham 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 affiant.

TITLE

Subscribed and sworn before me,
this _____ day of _____, 20____.

(SEAL)

Notary Public
My Commission Expires _____

0009 – Vendor Application/W-9 Form

[Vendor Application and W9 Form | Durham County](#)

(Ctrl + Click to follow)

0010 – No Bid Reply Form

No Bid Reply Form

TO: Durham County
Purchasing Division
201 East Main Street, 7th Floor
Durham, NC 27701

IFB No. _____

BID TITLE: _____

To assist us in obtaining good competition on our Invitation for Bids, we ask that each firm that has received an invitation but does not wish to submit a Bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to submit a bid under the terms and conditions of the Bid document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the Durham County. Our objections are:

_____ 6. We do not sell the items/services on which bids are requested.

_____ 7. Other: _____

FIRM NAME

DATE

SIGNATURE

PHONE

_____ We wish to remain on the Bidders' List.

_____ We wish to be deleted from the Bidders' List.