



Invitation for Bid No. 2023-043

Emergency Services Complex Communications Tower
.....

ADDENDUM No. 1

ISSUE DATE: March 3, 2023

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named IFB document.

The following items add to, modify, and/or clarify the IFB documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the IFB document.

Emergency Services Complex Communications Tower

Union County, Owner

Project No.: **2023-043**

Contract Document Date: **February 15, 2023**

Issue to: **Bidders**

Addendum Date: **March 3, 2023**

A. NOTICE TO BIDDER

- 1.1 This Addendum is issued pursuant to the Conditions of the Contract and is hereby made part of the Contract Documents. The addendum serves to clarify, revise, and supersede information in the Project Manual, the Drawings, and previously issued Addenda. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form. Failure to do so may subject the Bidder to disqualification. A list of attachments, if any, is part of this document.
- 1.2 The date for receipt of bids for this project **is unchanged by this Addendum**. Sealed Bids for Emergency Services Complex Communications Tower will be **received by the Union County Procurement Department until 2:00 PM local time on March 14, 2023** at the Union County Government Center, 500 N. Main Street, Suite 709, Monroe, NC 28112.
- 1.3 The date for receipt of Requests for information for this project **is unchanged by this Addendum**.
- 1.4 Documents found missing from the advertised specifications are attached.

B. RESPONSES TO QUESTIONS FROM POTENTIAL BIDDERS

1. Question #1) What is the bond amount?
 - a. 5% of bid.
2. Question #2) What is the timeframe to complete this project (when is work to be completed by)?
 - a. November 21, 2023.
3. Question #3) What is the amount for the Liquidated Damages
 - a. \$1,000.00/day.
4. Question #4) What is the wind rating you want for the tower, 90mph or 130 mph ?
 - a. 130 mph.
5. Question #5) Do you need a PE stamp (engineering)?
 - a. Yes, PE seal and signature are required along with drawings.
6. Question #6) FAA permitting, I assume the owner "Union County "will be responsible
 - a. Correct.
7. Question #7) As per onsite discussion, option to square fence with a corner can be done at road curve?
 - a. Correct.
8. Question #8) Hours and days of the of crew to work on site?
 - a. M-F 8:00 – 5:00, weekends and extended hours must be planned and the owner is to be given 24 hours advance notice.
9. Question #9) No other carrier or lease will be on tower?
 - a. Correct.
10. Question #10) Motorola will be responsible for Communication construction?
 - a. Correct.

11. Question #11) We are to install wave guide latter and safety climb on Tower?

a. Correct.

12. Question #12) Will there be any caution signs that we need to provide?

a. Yes.

C. MODIFICATIONS TO DRAWINGS

1.5 **None.**

D. MODIFICATIONS TO SPECIFICATIONS

1.6 **None.**

E. ATTACHMENTS

1.7 The following documents are attached and are hereby made part of the Contract Documents:

a. 00 01 10 – TABLE OF CONTENTS

b. INSTRUCTIONS TO BIDDERS

c. 00 41 13 – BID FORM STIPULATED SUM

d. 00 43 28 – TAX REBATE FORMS

e. 00 52 00 – AGREEMENT FORMS

f. 00 55 00 – NOTICE TO PROCEED

g. NOTICE TO PROCEED MEMO

h. CONTRACTOR'S AFFIDAVIT RELEASE AND WAIVER OF CLAIMS

END OF ADDENDUM

PROJECT MANUAL – 100% CONSTRUCTION DOCUMENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 01	Project Title Page
00 01 10	Table of Contents
00 11 13	Advertisement for Bids
00 21 00	Instructions to Bidders
00 31 00	Available Project Information
00 41 13	Bid Form – Stipulated Sum
00 43 13	Bid Security Form
00 43 28	Tax Rebate Form
00 52 00	Agreement Forms
00 55 00	Notice to Proceed
00 61 00	Bond Forms
00 61 16	Contractor’s Affidavit Release and Waiver of Claims
00 62 00	Certificate of Insurance
00 72 00	General Conditions of the Contract for Construction

DIVISION 01 – GENERAL REQUIREMENTS

01 26 00	Contract Modifications Procedures
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	References
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 73 00	Execution
01 73 29	Cutting and Patching
01 74 19	Construction Waste Management and Disposal
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
01 79 00	Demonstration and Training

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Prepared by



Issued and Published Jointly by



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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.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as previous experience, present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

Specific qualification requirements to be submitted with the Bid are stated in Article 7 of the Bid Form. The Owner reserves the right to request additional documentation of qualifications following the bid opening. The Bidder shall submit said additional qualifications within five (5) days of the Owner's request.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

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

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in 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.
3. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: 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 4.02, 4.03, and 4.04 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 4.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall attend a mandatory pre-bid site walk/visit on the date indicated in the Invitation to Bid.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs. The County is not exempt from permits.
- E. 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.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider 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 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; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times 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 Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. agree that, if a contract is executed with the County, the successful Bidder shall make no claim against the County because of any estimate or statement made by any employees, agents, or consultants of the County that may prove to be erroneous in any respect.

5.02 *Tax Liabilities*

- A. By the submission of a bid, a Bidder certifies that, as of the date of its bid submission, it has no tax liabilities or other State or Union County obligations. A Bidder's obligations pursuant to these provisions are ongoing from and after the effective date of the bid through the termination date thereof. Accordingly, the successful Bidder shall have an obligation to inform Union County if, at any time during the term of any subsequent contract executed pursuant to this Invitation to Bid, it becomes delinquent in the payment of taxes, or other State or Union County obligations, or if it or any of its subcontractors are suspended or debarred by the federal government, or any other state or governmental entity. Such notification shall be made within 15 calendar days of the date of suspension or debarment.

The failure of the successful Bidder to notify Union County of its suspension or debarment by any other local, state, or federal government entity shall constitute an event of default of the bid and any subsequent contract pursuant to this Invitation to Bid with Union County.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-bid conference will be held in conjunction with the non-mandatory site visit at the date and time specified in the advertisement.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page of the Invitation to Bid. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions must be received less by 5:00 PM Local Time on February 28, 2023. Only questions answered by Addenda will be binding. All such changes or interpretations will be made in writing in the form of Addenda, and, if issued, will be mailed or sent by available means to all known prospective bidders not later than seventy-two (72) hours prior to the established bid opening date time. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.03 *Invitation to Bid Revisions*
- A. If it becomes necessary to revise any part of this Invitation to Bid, an amendment will be posted on the County's website at www.unioncountync.gov. Regardless, it shall be the sole responsibility of a Bidder to check for any amendment to the Invitation to Bid that may be issued by the County.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and 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 released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) 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.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or one (1) day more than the period for which Bids are subject to acceptance, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such 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.

It is the intent of the Contract Documents to comply with N.C.G.S. §133-3 and to encourage free and open competition on public contracts. However, nothing in this Subparagraph is intended to permit bidders to submit proposals for the use of products or materials which have not been approved by Engineer prior to the receipt of bids as provided by N.C.G.S. §133-3. All submittals for substitution approval shall be made in accordance with the provisions of these Instructions to Bidders:

.1 Wherever the Specifications list only required performance and design characteristics for a product or material, bidders wishing to provide such a product or material shall submit such for approval.

.2 Where the Specifications list three or more names of products or materials, the listed examples are used only to denote the quality standard of product desired and do not restrict bidders to a specific brand, make, manufacturer or specific name. Rather, they are used only to set forth and convey to bidders the general style, type, character and quality of product desired. Products of similar general style, type, character appearance, and quality may be submitted for approval.

.3 Where the Specifications list fewer than three names of product or material, such products are the only products known to Engineer that comply with the required style, type, character appearance, and quality necessary for this product. Bidders wishing to propose equivalent products may do so.

11.02 All prices that Bidder sets forth in its Bid shall 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" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 In addition to any identification of Subcontractors, Suppliers, individuals, or entities required to be submitted to Owner by the Supplementary Conditions (see third full paragraph below), Bidders shall include in their Bid a list of all subcontractors which the Bidder intends to use for each of the following categories of work:

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

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 nonresponsible or nonresponsive 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 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 Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

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 Engineer, 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 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. 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.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.
- 13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person 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.
- 13.04 A Bid by an individual shall show the Bidder’s name and official address.
- 13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06 All names shall be printed in ink below the signatures.
- 13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.04 Free On Board

- A. All bids shall be based on all purchased items being delivered free on board (FOB). All shipping charges to the project site shall be paid by the successful Bidder.

14.05 Bid Final Cost

- A. Bid price must include all necessary permits, regulatory studies and filings, materials, construction costs, installation costs, transportation, delivery charges for materials and/or equipment needed by contractor, attachment of the tower to the existing grounding system, and any other customary charges for projects of this nature. Bid price must represent the final cost to the County.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Four unbound copies of the Bid Form are to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), 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 Union

County Procurement, Attn: Vicky Watts, Senior Procurement Specialist, 500 North Main Street, Suite 709, Monroe, NC 28112.

- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.04 Contractor is required to submit best and final price for this effort.
- 15.05 Adequate postage to cover mailing must be affixed to ensure prompt delivery of the bid. The County will not be responsible for, nor will it accept, bids delivered late or with postage due.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 A bid may be modified or withdrawn under the conditions set forth in N.C.G.S §143-129.1. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid 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 will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive any or all minor informalities including technical defects not involving price, time, or changes in the Work, if in the judgement of the Board of Commissioners the best interest of the County will be served. However, deviations or variations from the specifications shall be clearly and separately stated on the bid form.

- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Award of a bid by the Owner's governing body represents a preliminary determination as to the qualification of the Bidder, but the Bidder understands and agrees that no legally binding acceptance of Bidder's offer occurs until the Owner's governing body, or its designee, executes a formal contract with the Bidder.
- 19.03 Evaluation of Bids
- A. 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.
 - B. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 5 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 Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ten (10) days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – BID LIABILITY

- 22.01 The County is not liable for any costs incurred by Bidders in the preparation and submission of a response to this Invitation to Bid. Bidders, including all related parties, disclaim and voluntarily and knowingly waive any and all rights to reimbursement for any such costs.

BID RECIPIENT

1.01 This Bid is submitted to:

Union County Procurement Department
Attn: Vicky Watts, Senior Procurement Specialist
500 N. Main Street, Suite 709
Monroe, NC 28112
704-283-3601
Email: vicky.watts@unioncountync.gov

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.

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.
- 2.02 This Invitation to Bid and any contract(s) that may result shall be in accordance with appropriate laws, ordinances, and regulations of the United States and the State of North Carolina.

BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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>
_____	_____
_____	_____
_____	_____
_____	_____

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.

Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

DOCUMENT 00 41 13 – BID FORM STIPULATED SUM

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; and (3) Bidder's safety precautions and programs.

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.

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.

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.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

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.

BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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 (N.C.G.S 143-54);

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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:

"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;

"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;

"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

"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.

BASIS OF BID

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

TASK	
1. Total cost of tower materials only	\$ _____
2. Total cost of all other services, including: a. All Shipping b. Complete Installation c. Engineering Services d. All inspections	\$ _____
Total Proposed Sum	
Total cost to construct the tower (sum of Item -1 and Item -2)	\$ _____

TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - Required Bid security;
 - List of Proposed Subcontractors (Listing name, specialty and license number);
 - List of Proposed Suppliers;
 - List of Project References (minimum of 5);
 - Evidence of authority to do business in the state of North Carolina; or a written covenant to obtain such license within the time for acceptance of Bids;
 - Contractor’s License No.: _____;
 - Required Bidder Qualification Statement with supporting data;
 - Non-collusion affidavit;
 - A proposed timeline for development, design, installation and acceptance of the ESC Communications Tower;
 - A drawing of the tower profile sealed by a North Carolina Registered Engineer.
 - A list of all antennas and appurtenances that were considered in the tower and foundation designs.
 - Tower foundation design drawings, with a complete set of DESIGN CALCULATIONS showing the reactions of the tower on the foundation, sealed by a North Carolina Registered Engineer.

Commented [VW1]: Update needed.

DOCUMENT 00 41 13 – BID FORM STIPULATED SUM

The Contractor awarded this project must submit a set of final erection drawings, sealed by a North Carolina Registered Engineer to the Contracting Officer and the Engineer of Record for written approval before starting the project. If these drawings are submitted on paper they must also be accompanied by digital copies. We must have these drawings in digital format.

The proposal from the tower manufacturer must specifically state that all pricing will be honored for the duration of this contract.

Contractor must supply a rigging plan for tower erection. If the contractor intends to use a gin pole for tower erection, then they must provide a copy of their gin pole certification and load charts. All gin pole certifications and load charts must be current, must be sealed by a qualified engineer licensed in the state of North Carolina, and must state they are in compliance with ANSI/TIA-322. All rigging plans must be in compliance with ANSI/TIA-322 and ANSI/ASSE A10.48, and completed by a qualified engineer licensed in the state of North Carolina.

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.

BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

END OF DOCUMENT 00 41 13

Instructions for Completing
Certificate for North Carolina Sales Tax Form

Union County may apply for a refund of all sales and/or use taxes paid in North Carolina by the County's contractors on purchases of building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure being erected, altered or repaired under contract with the County. Contractors shall include and must pay all other taxes imposed by governmental authorities which are applicable to the contract work. Examples of property on which sales and use tax has been paid by the contractor and for which the contractor will not be reimbursed by the County are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc, or any other items which do not become a part of or are not annexed to the building or structure being erected, altered, or repaired.

Please submit with this form invoices (or copies of invoices) from vendors covering the items purchased. This form should still be submitted as "0" if no sales tax was paid for the period covered.

Requests for sales tax reimbursements should be filed with each request for contract payment.

Project or Contract Number: The name of the project, or the County Contract Number.

Date: The date the form was completed.

Trade: Your trade, e.g., electrical, plumbing, concrete contractor, etc.

Contractor: The name of your company.

Invoice Date: The date the materials were purchased.

Invoice Number: The vendor's invoice number.

Name of Vendor: The vendor's name.

Description of Materials: The type of materials purchased, e.g., concrete, nails, roofing material, etc.

Item Cost: The cost of the item(s) before any taxes are added.

State Tax: The North Carolina State tax, currently 4.75% of the item cost.

County Tax: The County tax, currently 2% of the item cost.

Total Invoice: The sum of the Item Cost, State Tax, and County Tax.

County Name: County where material was purchased and sales tax paid, e.g., Mecklenburg, Union, Cabarrus, etc. The owner or an officer of the company must certify that the statement is correct. The signature should also be notarized.

Certificate for North Carolina Sales Tax

Trade: _____

Contractor: _____

Project or Contract Number: _____

Date: _____

Invoice Date	Invoice Number	Name of Vendor	Description of Materials	Item Cost	State Tax	County Tax	Total Invoice	County Name
Totals:								

NOTE: Last page must be the certified page.

Page _____ of _____.

Certificate for North Carolina Sales Tax

Trade: _____

Contractor: _____

Project or Contract Number: _____

Date: _____

Invoice Date	Invoice Number	Name of Vendor	Description of Materials	Item Cost	State Tax	County Tax	Total Invoice	County Name
Totals:								

This is to certify that the above materials purchased on the invoices listed were used in the construction of the _____ and that the Sales Tax listed (State and County) is not included on the monthly estimate for contract payment or any other certificate for North Carolina sales tax. Further, that the items listed are annexed to, affixed to, or in some manner have become a part of the building or structure being erected, altered or repaired.

Certified to be correct by: _____
Owner or Officer of Company

Sworn to and Subscribed before me this _____ day of _____ 20_____

 Notary Public (SEAL)

My Commission Expires: _____

1.1 FORM OF AGREEMENT

- A. The following form of Owner/Contractor Agreement shall be utilized for the Project:
 - 1. EJCDC C-520, Owner-Contractor Agreement Form, Stipulated Sum, 2017 Edition.
- B. The Successful Bidder shall obtain the form, complete and submit to the Owner for review.
- C. Copies of EJCDC standard forms may be obtained from:
 - 1. **American Council of Engineering Companies**
1015 15th Street NW, 8th Floor
Washington, DC 20005
Phone: 202-347-7474
Fax: 202-898-0068
Email: ACEC
Marie Ternieden
Phone: 202-347-7474
Email: Marie Ternieden
 - 2. **American Society of Civil Engineers**
1801 Alexander Bell Drive
Reston, VA 20191
Phone: 703-295-6000
Fax: 703-295-6391
Email: ASCEKaterina Lachinova
Phone: 703-295-6094
Email: Katerina Lachinova
 - 3. **National Society of Professional Engineers**
1420 King Street
Alexandria, VA 22314
Phone: 703-684-2800
Fax: 703-836-4875
Email: rbowman@nspe.org
Phone: 703-684-2857
Email: Rebecca A. Bowman, Esq., P.E., D.F.E.

END OF DOCUMENT 00 52 00

1.1 NOTICE TO PROCEED

- A. The Notice to Proceed is attached at the end of this section.

END OF DOCUMENT 00 55 00

NOTICE TO PROCEED

Contractor: Contractor
Address Line 1
Address Line 2

Project: Union County Jail Generator Replacement

Date: XX XX, 2021

Architect's Project #: NOTICE TO PROCEED

You are hereby notified that the Contract Terms under the above Contract will commence to run upon receipt of the Approved Building Permit. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of AIA A101 Standard Form of Agreement Between Owner and Contractor – Stipulated Sum, the number of days to achieve Substantial completion is XX (XXXXXXXX).

Before you may start any work at the site, Paragraph 11.1 and 11.2 of AIA A201 – 2017 General Conditions of the Contract for construction provide that you deliver to the Owner certificates of insurance which are required to be purchased and maintained in accordance with the Contract Documents.

Contractor:

Owner:
Union County

Authorized Signature

Gordon H. Vincent, AIA, CSI, CCCA
Project Manager

Title

**CONTRACTOR'S AFFIDAVIT
RELEASE AND WAIVER OF CLAIMS**

State of North Carolina

County of Union

Name

Title

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

1. The undersigned is authorized to execute this Affidavit, Release and Waiver of Claims on behalf of the Contractor and has personal knowledge of all facts set forth herein.
2. This Affidavit, Release and Waiver of Claims is made concerning the construction of the following project:
Emergency Services Complex Communications Tower.
3. All payrolls, material bills, sales tax, social security tax, state and federal unemployment insurance and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described project have been paid in full.
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any subcontractor furnishing materials or labor on the above-described project.
5. Notwithstanding the foregoing, if the Owner or property of the Owner is subject to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify, defend and hold the Owner harmless for any amount which the Owner is required to pay to discharge such lien or settle such claim and further will pay the Owner's expenses, costs and attorney fees incurred in connection therewith.
6. All claims, suits and proceedings of every name, description or nature arising out of the above project against the Owner, its officers, employees and agents, have been settled.
7. The Contractor releases and waives any and all claims of every type and description, known and unknown, which the Contractor may have against the Owner arising in any manner from the construction of the above-described Project.
8. This Contractor's Release and Waiver of Claims shall become effective upon receipt of final payment by the Contractor.

Sworn and Subscribed Before Me

this _____ day of _____, 20 _____

Title _____

Date _____

Notary Public

My Commission Expires: _____