



**Invitation for Bid No. 2023-043**

**Emergency Services Complex Communications Tower**  
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**ADDENDUM No. 2**

**ISSUE DATE: March 13, 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**  
Project No.: **2023-043**  
Issue to: **Bidders**

**Union County**, Owner  
Contract Document Date: **February 15, 2023**  
Addendum Date: **March 13, 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 changed by this Addendum**. Sealed Bids for Emergency Services Complex Communications Tower will be **received by the Union County Procurement Department *until* 9:30 AM local time on March 21, 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. ATTACHMENTS

- 1.5 The following documents are attached and are hereby made part of the Contract Documents:
  - a. 6 C-430 – Bid Bond Penal Sum Form
  - b. 7 00 45 19 – Non-Collusion Affidavit

END OF ADDENDUM

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

Union County  
500 North Main Street  
Monroe, North Carolina 28112

BID

Bid Due Date: **[DATE]**  
Description: Emergency Services Complex Communications Tower

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum Five Percent of Bid Amount

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DOCUMENT 00 45 19  
NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA  
COUNTY OF UNION

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

He/She is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or another bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; further, that such bidder has not, directly or indirectly submitted this bid, or that contents thereof, or divulged information or data relative thereto any association or to any member of agent thereof.

\_\_\_\_\_  
Affiant

Sworn and subscribed before me this day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

County: \_\_\_\_\_

State: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Expiration Date