



Invitation for Bid No. 2023-017R

Austin Chaney Convenience Center

.....

ADDENDUM No. 3
ISSUE DATE: MAY 10, 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.

UNION COUNTY PUBLIC WORKS
AUSTIN CHANEY CONVENIENCE CENTER
ADDENDUM NO. 3, Dated May 10, 2023

By this addendum the following changes or clarifications are being made to the Project Contract Documents:

Changes to the Bid Documents:

- Ad1-2 Cover Sheet is **REISSUED** in its entirety.
- Advertisement for Bid is **REISSUED** in its entirety
- Section C-410- Bid Form is **REISSUED** in its entirety.

This addendum must be recognized as Addendum No. 3 under Article 3 on the first page of the Bid Form. All other conditions of the contract shall remain unchanged.

END OF ADDENDUM No.3



Invitation for Bid No. 2023-017R

Austin Chaney Convenience Center

Due Date: June 20th 2023
Time: 2:00 pm EST
Receipt Location: Union County Government Center
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Bid Conference and Site Visit

Date: May 24th 2023
Time: 10:00 am EST
Location: Union County Landfill Non-Commercial
2125 Austin Chaney Road
Monroe, NC 28110



5/9/2023

Procurement Representative:

Vicky Watts, CLGPO
Senior Procurement Specialist
Procurement Department
(704) 283-3601
vicky.watts@unioncountync.gov

Prepared by:

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Consultants, Inc. (CEC)
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Suite 400
Charlotte, NC 28273

**UNION COUNTY
UNION COUNTY, NORTH CAROLINA**

**Austin Chaney Convenience Center
IFB # 2023-017R**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Austin Chaney Convenience Center will be received, by the Union County Procurement Department **until 2:00 PM** local time on **Tuesday, June 20, 2023**, at 500 N. Main Street, Suite 709, Monroe North Carolina, at which time the Bids received will be **publicly** opened and read. Late bids will not be accepted.

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 -2023-017R" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

A Non-Mandatory Pre-Bid Conference and Site Visit will be held on **Wednesday, May 24 2023 at 10:00 AM** local time at the **Union County Landfill Non-Commercial property, 2125 Austin Chaney Road, Wingate, North Carolina, 28174**. Representatives from Union County and the Engineer will be present. Attendance at this meeting is strongly encouraged.

Scope of Work: This project consists of construction of a new Convenience Center site to include electrical site lighting, retaining walls, stormwater BMP, and the associated infrastructure improvements. The project is located at Union County Landfill Non-Commercial property, 2125 Austin Chaney Road, Wingate North Carolina 28174 located in Union County, NC.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form.

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 (vicky.watts@unioncountync.gov). Deadline for questions is Wednesday, June 7, 2023 at 2:00 PM local time

The Issuing Office for the Bidding Documents is:

**Civil & Environmental Consultants, Inc.
3701 Arco Corporate Drive Suite 400.
Charlotte, NC 28273
Contact: Chris Haggard, E.I.
Email: chaggard@cecinc.com
980-260-2037**

Prices for Printed Bid Sets are **\$200.00 per set made payable by check. Set includes Full Size Drawings and Specifications.** Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated below, upon payment at Issuing Office for each set.

Prospective Bidders may examine the Bidding Documents at the Issuing Office or the Union County Procurement Department at 500 North Main Street, Suite 709, Monroe, North Carolina on Mondays through Fridays between the hours of 8:30 am and 5:00 pm. Bid Documents may also be examined online at: Civil & Environmental Consultants, Inc.. Please submit an email request to: chaggard@cecinc.com to access the download link to the Drawings and Specifications.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

Bidders must have a license to do work as a general contractor in the State of North Carolina, as set forth under Article 1 of Chapter 87 of the North Carolina General Statutes. The Contractor's North Carolina License number shall be designated on the outside of the envelope containing the bid.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

As provided by statute, a deposit of cash, cashier's check or certified check on some bank or trust company insured by the Federal Deposit insurance Company, or a bid bond executed by corporate surety licensed under the laws of North Carolina to execute such bonds in the amount of 5% of the bid must accompany each bid. The payee shall be "Union County". Said deposit shall guarantee that the Agreement will be entered into by the successful bidder if award is made. Such deposit may be held by Union County until the successful bidder has executed and delivered all required Contract documents to Union County.

Bidders should note the provisions of the Supplementary instruction to bidders contained in the Bid Documents regarding minority participation. Union County encourages good faith effort outreach as described in the Union County MBE and Small business Outreach Plan. Compliance with Union County Minority and Small Business Guidelines and Outreach Plan goals apply. **Bidders shall submit a completed identification of Minority Participation form and either an Affidavit A or Affidavit B, as applicable along with their Bid.**

Union County reserves the right to reject any or all bids including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid and Bidder whom they find, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid and Bidder if the owner believes that would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and technicalities not involving price, time, or changes in the Work and to negotiate, as allowed by law, contract terms with the Successful Bidder.

+ + END OF ADVERTISEMENT FOR BIDS + +

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

UNION COUNTY
Attention: Vicky Watts
500 N. Main Street, Suite 709
Monroe, NC 28112

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has 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.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. 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.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Bid Form					
Austin Chaney Convenience Center					
Union County, North Carolina					
Bid Number: IFB# 2023-017R					
Bid Date: June 20, 2023					
Base Bid/Unit Price Schedule					
No.	Item	Units	Quantity	Unit Price	Total
A Site Preparation					
A1	Mobilization/Demobilization (6%)	LS	1		
A2	Bonds & Insurance (3%)	LS	1		
A3	Surveying & Material Testing	LS	1		
B Demolition					
B1	Pavement Removal	SY	4,600		
B3	Clearing and Grubbing	AC	3.00		
C Site Improvements					
C1	Retaining Wall #1	LS	1		
C2	Canopy Building	LS	1		
C3	Chain Link Fencing	LF	80		
C4	Excavation Grading	CY	9,700		
C4A	Structural fill placement	CY	13,700		
C5	Import Fill Material	CY	4,000		
C6	Retaining Wall Guard	LF	770		
C7	Installation of Waste Compactor with Container	EA	10		
C8	Permanent Seeding, Grassing and Restoration	AC	3		
C9	Site Electrical	LS	1		
D Pavement Construction					
D1	18" Concrete Curb and Gutter	LF	125		
D2	Signage and Pavement Striping	LS	1		
D3	8" Heavy Duty Concrete Pavement Structure	SY	2,110		
D4	Asphalt Pavement Structure	SY	7,065		
D5	Pre-Cast Wheel Stops	EA	6		
D6	Concrete Bollards	EA	17		
D7	8" Gravel Pavement	TONS	2750		
E Storm Water Infrastructure					
E1	18" ø RCP Storm Drain	LF	930		
E2	24" ø RCP Storm Drain	LF	300		
E3	Flared End Section	EA	4		
E4	Yard Inlet	EA	2		
E5	Grate Inlet	EA	3		
E6	Curb Inlet	EA	1		
E7	Rip-Rap Outlet Dissipator	EA	4		
E8	Permanent Dry Detention Pond Conversion	LS	1		
F Erosion Control					
F1	Construction Entrance	EA	1		
F2	Silt Fence	LF	1,850		
F3	Concrete Washout	EA	1		
F4	Sediment Basin Construction including skimmer/baffles/Riser Outlet Structure	LS	1		
F5	Erosion Control Matting	SY	8,180		
F6	Temporary Slope Drains	EA	2		
F7	Inlet Protection	EA	6		
F8	Rock Check Dams	EA	16		
F9	Drainage Ditches	LF	2,050		
I Miscellaneous					
G1	Attendant Shed	LS	1		
G2	Landscaping / Tree Planting (20 Trees)	LS	1		
	Contingency (5% of Total Bid)	LS	1		
		BASE BID TOTAL			
BID ALTERNATES					
BA-1	Existing Convenience Center Updates				
	8" Gravel Pavement Section	TONS	5,130		
		BA-1 ALTERNATE TOTAL			
BA-2	Existing Convenience Center Retaining Wall, Pavement and Power Pole Demolition				
	Pavement Removal	SY	165		
	Import Fill Material	CY	100		
		BA-2 ALTERNATE TOTAL			
BA-3	Asphalt Paving Along Olive Branch Road Entrance and North Entrance Road				
		BA-3 ALTERNATE TOTAL		SY	3,135
Note:					
1.	Based on Austin Chaney Convenience Center Drawings Dated 04/18/2023.				

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bid Price for Base Bid	\$
Alternate BA-1 [Add] [Deduct]	\$
Alternate BA-2 [Add] [Deduct]	\$
Alternate BA-3 [Add] [Deduct]	\$
Lump Sum Contingency Allowance	\$

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. *[List other documents and edit above as pertinent]*

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.