



Invitation for Bid No. 2024-035R

FY21 Short Water Line Extensions Phase B

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ADDENDUM No. 1
ISSUE DATE: December 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.

Union County, NC
FY21 Short Water Line Extensions Phase B
WKD Project Number: 20210024.00.CL

ADDENDUM NUMBER 1

December 13, 2023

BID DATE: December 21st, 2023, 2:00 p.m.

TO ALL BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents and all previous Addenda.

Acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

Below are changes, additions, and/or clarifications to the bid documents for this project.

Specifications

Item 1: Cover Page, Remove and Replace this Section in its entirety with the attached and revised Cover Page. Changes Include:

- a. Invitation for Bid No. – Update description from “2024-035” to “2024-035R”
- b. Bid Due Date – Update from “December 12, 2023” to “December 21, 2023”.

Item 2: Section EJCDC C-111 “Advertisement”, Remove and replace this Section in its entirety with the attached revised “Advertisement”. Changes Include:

- a. IFB# - Update description from “2024-035” to “2024-035R”
- b. Bid Due Date – Update from “December 12, 2023” to “December 21, 2023”.

Item 3: Section EJCDC C-430 “Bid Bond”, Remove and replace this Section in its entirety with the attached revised “Bid Bond”. Changes Include:

- a. Bid Due Date – Update from “December 12, 2023” to “December 21, 2023”.

This addendum and all associated specifications sections and revised Contract Documents will be uploaded to the online plan room and distributed to registered plan holders via email.

Receipt of this addendum must be acknowledged on Page 1 of EJCDC C-410, Bid Form.

Sincerely,
W.K. Dickson & Co., Inc.

Jake Berkshire, P.E.
Project Manager

END OF ADDENDUM No.1



Invitation for Bid No. 2024-035R FY21 Short Water Line Extension Phase B

Due Date: December 21, 2023
Time: 2:00 PM Local Time
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Representative:

Corey Brooks
Senior Procurement Specialist
Procurement Department
(704) 283-3683
corey.brookes@unioncountync.gov

Prepared by:

W.K. Dickson & Co., Inc.
1213 W. Morehead St., Suite 300
Charlotte, NC 28202
(704) 334-5348
NC License No. F-0374

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UNION COUNTY, NORTH CAROLINA

**ADVERTISEMENT FOR BID
IFB# 2024-035R
FY21 SHORT WATER LINE EXTENSIONS PHASE B**

Sealed Bids for the construction of the **FY21 SHORT WATER LINE EXTENSIONS – Phase B** will **be received by the Union County Procurement Department until 2:00 PM local time on December 21, 2023**, at the Union County Government Center, 500 N. Main Street, Suite 709, Monroe, NC 28112 at which time the Bids will be publicly opened and read aloud. 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 – 2024-035R**” and shall be addressed to Union County Procurement Department, Attn: Corey Brooks, 500 N. Main Street, Suite 709, Monroe, NC 28112.

The Project consists of **constructing approximately 1,190 linear feet of 2-inch water mains, 4,850 linear feet of 6-inch water mains, 5,060 linear feet of 8-in water mains, and related appurtenances on Crow Rd, Altan Woods Rd, Plyler Mill Rd, Ski Trail Ln, Parkwood Cir., Broomes Old Mill Rd, private drive off Austin Rd, Sara Ln, Hayes Rd, Richardson Rd, Paula Ln, and Gary Ln.**

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing via e-mail to the Procurement contact person listed on the cover page (corey.brooks@unioncountync.gov). Deadline for questions is November 29, 2023, at 5:00 PM local time. Questions will be addressed via Addenda no later than 6 calendar days prior to bid date.

The Issuing Office for the Bidding Documents is: **W.K. Dickson & Co., Inc., 1213 W. Morehead St., Suite 300, Charlotte, NC 28208, Contact: Jake Berkshire at (704) 334-5348 or via email at jberkshire@wkdickson.com.**

Prospective Bidders may examine the Bidding Documents at the Issuing Office or at the Union County Procurement Department at 500 North Main Street, 7th Floor, Monroe, North Carolina 28112 on Mondays through Fridays between the hours of 8:00 am and 5:00 pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may be viewed and ordered online by going to Plan Room at www.wkdickson.com.

Following registration, complete sets of Bidding Documents may be downloaded as “zipped” portable document format (PDF) files. Printed hardcopies of the Bidding Documents can be ordered and shipped for an additional fee, which will depend on the number of sets, size of the Drawings, applicable taxes, and shipping method selected by the prospective Bidder. Costs of Bidding Documents and shipping are non-refundable, and are approximately as follows:

- Download (PDF): \$132.00 plus tax
- Printed Set: \$157.00 plus tax
- Printed Set & USB Drive: \$99.00 plus tax

Upon the Issuing Office’s receipt of payment, printed Bidding Documents will be sent via the prospective Bidder’s delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder’s date of receipt of the Bidding Documents.

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 provide a non-collusion affidavit, as 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.

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 it 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.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

END OF ADVERTISEMENT FOR BIDS

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

Union County
500 North Main Street, 6th Floor,
Monroe, North Carolina 28112

BID

Bid Due Date: December 21, 2023
Description: FY21 Short Water Line Extensions Phase B, Union County, NC

BOND

Bond Number: _____
Date (*Not earlier than Bid due date*): _____
Penal sum Five Percent of Bid Amount _____ \$ 5%
(Words) (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

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

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.