



Invitation for Bid No. 2025-015

Union County Water/Wastewater Emergency Construction Repairs

Due Date: November 12, 2024
Time: 2:00 PM Local Time
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory Pre-Bid Conference

Date: October 24, 2024
Time: 10:00 AM Local Time
Location: Union County Operations Center
4600 Goldmine Road
Monroe, NC 28110

Procurement Contact:

Vicky Watts, CLGPO
Senior Procurement Specialist
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NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2025-015
Union County Water/Wastewater Emergency Construction Repairs

Sealed bids for Union County Water/Wastewater Emergency Construction Repairs will be received by the Union County Procurement Department *until 2:00 PM* local time on **November 12, 2024** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be 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 – 2025-015**" and shall be addressed to Union County Procurement Department, Attn: Vicky Watts, 500 North Main Street, Suite 709, Monroe, NC 28112.

The Work to be performed under the resulting Contract is to provide on-call emergency construction repairs assigned on an as-needed basis to be determined by Union County in its sole and absolute discretion. The Contractor shall perform the Work complete, in place, and ready for continuous service as described in this solicitation.

This solicitation may be examined at the Union County Government Center, Procurement and Contract Management Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below free of charge:

1. Download the Solicitation Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina eVP website:
<https://evp.nc.gov/solicitations/> (Search County of Union)

A Non-Mandatory, Pre-Bid Conference will be held on **October 24, 2024 at 10:00 AM Local Time** at the **Union County Operations Center, 4600 Goldmine Road, Monroe, NC 28110**. Representatives from Union County Water/Wastewater will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

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 **October 29, 2024 at 5:00 PM** local time.

Bidders must have a license to do work as a general contractor in the State of North Carolina, as set forth under Article 1 chapter 87 of the North Carolina General statutes.

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

Bid Security shall be furnished in accordance with Section 3.4 of this solicitation. 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--

1 BID SUBMISSION

1.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department for Union County Water/Wastewater Emergency Construction Repairs until **November 12, 2024 at 2:00 PM Local Time** at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the bids will be opened and read. **Late bids will not be accepted.**

1.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Firm Submitting Bid]
IFB No. 2025-015
Union County Water Construction Repairs
Attention: Vicky Watts

Your company name and the solicitation number must be visible on the delivery box/envelope. Ship, Mail, or Hand Deliver to the following address:

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Vicky Watts

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. Union County, at its sole discretion, reserves the right to supplement, amend, substitute or otherwise modify this IFB at any time, to cancel this IFB with or without the substitution of another IFB, and to issue additional request for information.

1.3 NON-MANDATORY PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference will be held on **October 24, 2024 at 10:00 AM Local Time** at the **Union County Operations Center, 4600 Goldmine Road, Monroe, NC 28110**. Representatives from Union County Water/Wastewater will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged.

1.4 BID QUESTIONS

Bid questions will be due on or before **October 29, 2024 at 5:00 PM** local time. The primary purpose of this is to provide participating Bidders with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. (Do not send question in a graph or Excel sheet format.) *The email subject line should be identified as follows: IFB 2025-015 Union County Water/Wastewater Emergency Construction Repairs*. All questions and answers may be posted as addenda on the County Website and the North Carolina eVP Website as indicated on the Advertisement Page of this solicitation.

1.5 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum. Should an Offeror find discrepancies or omissions in this IFB, or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C – Addendum and Anti-Collusion Form.

2 PURPOSE

2.1 COUNTY

Union County, North Carolina (population 254,070) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

2.2 INTRODUCTION

Union County through Union County Water & Wastewater Operations (UCWW) is soliciting bids from qualified contractors to provide on-call emergency construction repairs.

Work will be identified issued to the Contractor in the form of a Work Order to be issued to the Contractor throughout the life of the contract. The required work may be located anywhere within UCWW operations service area.

The amount of each Work Order shall not exceed a total of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Work shall be assigned on an as-needed basis to be determined by Union County in its sole and absolute discretion. Union County will issue a work order which sets forth the services to be performed, as well as a Notice to Proceed for said services.

The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.

The Contractor shall furnish and install all materials which are reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.

The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work, including UCWW specifications and all referenced documents and details outlined as part of this contract.

3 INSTRUCTIONS

3.1 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the IFB must be made only through the Procurement Contact noted on the cover of this solicitation. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3.2 BIDDERS ACKNOWLEDGEMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner

3.3 DUPLICATE BID

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

3.4 BID SECURITY

- A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5%) percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents).
- 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.

- 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.
- 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.

3.5 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

3.6 BIDDERS RESPONSIBILITIES

The Bidder must be capable, either as a firm or a team, of providing all parts as described herein. Exclusion of any parts or services for this Bid may serve as cause for rejection.

The successful Bidder will be responsible for all work in this solicitation whether it is provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

3.7 EXAMINATION OF CONDITIONS AND CONTRACT DOCUMENTS

It is understood and mutually agreed that by submitting a bid the Bidder acknowledges that all documents have been carefully examined pertaining to the Work; the location, accessibility, and general character of the site of the Work utility facilities within and adjacent to the site; and has satisfied himself as to the nature of the Work; sequences or procedures of construction (if any); the condition of existing structures; the conformation of the ground; the character, quality, and quantity of the material to be encountered; the subsurface conditions (including type and depth of rock and soil layers); the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the Work; the general and local conditions; federal, state, and local laws and regulations; the construction hazards; and all other matters, including, but not limited to, the labor situation which can in any way affect the Work under the Contract; and including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a proposal the Bidder acknowledges that he has satisfied himself as to the feasibility and meaning of the specifications and other Contract Documents for the construction of the Work and that all the terms, conditions, and stipulations contained therein are accepted; and is prepared to Work in cooperation with other Contractors performing Work on the site. The owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Contractor performing excavation Work shall be responsible for locating underground utilities prior to excavation. The utility locations shown in the Plans are approximate and for information only. The Contractor may obtain the services of a commercial utilities locator and/or call the various utility companies who may have lines in the area.

4 SCOPE OF WORK

4.1 INTENT

The intent of this Contract is to assign work to the Contractor on an emergency on-call basis. No guarantees will be made of size, amount, or quantity of any specified work orders. The Contractor shall furnish all labor, materials, equipment, tools, services, supervision and incidentals required to complete the work as directed by UCWW and specified herein.

The Work includes, but is not necessarily limited to, the following:

1. Excavation and repair of pressure and gravity lines at varying depths. Contractor shall provide all crew and equipment necessary to repair the pressure and gravity lines. It shall be the responsibility of the contractor to notify 811 and verify and protect utilities.
2. Traffic control, including but not limited to lane closures, intersection closures, road closures, variable message board utilization and light tower utilization. Contractor shall provide all signs, cones, barricades, and other related or required traffic control devices, vehicles, trailers, etc. to meet the NCDOT standards of the Manual on Uniform Traffic Control Devices ("MUTCD"). Contractor is responsible for traffic control planning and approval by any jurisdictional regulating agency. Contractor is responsible for delivery of all materials to the work site, fuel or power maintenance requirements, transportation, set up and demobilization.
3. Water services. Contractor shall perform services in connection with short side and long side water service and tap installation and/or repair. Union County will supply all meters.
4. Sewer services, by open trench or bore methods and up to 200' of piping.
5. Removal and disposal of all excavated materials.
6. Final restoration - Contractor shall be responsible for all permanent restoration of all excavations. (i.e., concrete, pavement, grass, etc.)

Immediately upon completion of assigned project, the Contractor shall begin and perform to completion clean-up and property restoration. This shall be done prior to the start of work on another site unless written permission is obtained from the Owner and/or Engineer to begin another site.

The Owner reserves the right to terminate the Contract at any time during the Contract Period for any reason including, but not limited to, poor performance, poor quality of work, safety violations, slow or non-compliance with the Contract requirements, lack of regard for local and State agencies and the public, and failure to address punch-list issues that arise.

4.2 ON CALL

The selected Contractor shall be on-call 24 hours per day, 365 days per year.

4.3 WORK ORDER

Work order is issued by Supervisor by phone call and email hard copy.

4.4 INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

4.5 CONTRACTOR REPRESENTATIONS

- Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- Contractor will perform all work in conformity with the specifications and requirements of this Agreement;
- Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;
- The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);
- Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

- Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; and (ii) smoking only in designated smoking areas.

5 SPECIFICATIONS

5.1 WORK AREAS

The work will be performed in unpaved areas (lawn and easement areas) and in paved areas. The unit prices bid shall include all costs associated with working in each work area, including accessing the sewers and manholes, restoring the areas disturbed by the work, performing the work, traffic control, etc. Several of the Bid Items separate the work into unpaved areas and paved areas. Unpaved areas include grassed areas such as lawns, yards and easements off of streets. Paved areas include all paved areas, all concrete areas, and all gravel areas.

5.2 SITE DOCUMENTATION

The Contractor is required to provide detailed video or photo documentation of site conditions prior to mobilization as directed by Union County. The extents of the project site shall be video/photo documented including, but not limited to: all access roads into and out of the site, haul roads, existing utilities, staging and stockpile areas, culverts, bridges, drainage features, adjacent driveways, adjacent structures, existing facilities, stream and floodplains adjacent and immediately downstream of the project area, and any other areas that might potentially be impacted by construction. Videos and photos shall have the dates and times taken digitally indicated.

5.3 PAY ITEM DESCRIPTIONS

Pay items have been set up in the Bid for all work that is permanent and measurable. The bid for each pay item shall include the cost of all new material, labor, equipment, and all else required to complete that pay item as specified. Payment for work will only be made after the work is complete and has been inspected and approved by the Owner.

The Bid includes the following abbreviations:

- LF = linear foot
- VF = vertical foot
- EA = each
- SY = square yard
- CY = cubic yard

5.4 FURNISH, INSALL, PERFORM, PROVIDE

1. "Furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. "Install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. "Perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

5.5 SAFETY

1. The Contractor shall be solely responsible for initiating, maintaining, providing, and supervising all necessary safety precautions, safety programs, and safety measures for the protection of all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended. The Contractor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the Work.
2. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
3. The Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws or regulations.
4. The Contractor shall designate a qualified and experienced member of his organization as safety inspector, whose duties shall include accident prevention on the Work project. The name of the safety inspector shall be made known to the County at the time the Work is started.

5.6 TRAFFIC CONTROL

1. The Contractor will be required to maintain traffic within the limits of the project, including all existing roadways that cross or intersect the project. To the extent

dependent on the Contractor, the Contractor shall be responsible for maintaining in a safe, passable, and convenient condition all roads used by him during construction of the project. Traffic shall be maintained from the time the Contractor begins work on the project site until acceptance of the project, including any periods during which the Contractor's operations are suspended. The Contractor shall conduct his work in a safe manner that will create a minimum amount of inconvenience to traffic.

2. The Contractor shall be responsible for determining, utilizing, and maintaining traffic control measures as outlined in the Manual on Uniform Traffic Control Devices (MUTCD), latest version. Unless otherwise directed by the County, the Contractor is required to have an English copy of the Manual on Uniform Traffic Control Devices (MUTCD), latest version, on the project site.
3. During the progress of any work within road rights-of-way, mark all hazards with well- maintained signs, barricades, drums, or other warning or channelizing devices. At each location where work is started which creates a safety hazard, continue the Work until completed to the extent that the safety hazard is eliminated. If the Work is not completed in a continuous manner to the extent that the safety hazard is eliminated, the Owner will not allow any other work on the project to be performed until the existing safety hazard is eliminated. During the process of excavating in a travelway or in the clear zone of a travelway where traffic is to be later maintained, make provisions to backfill and repair any excavated or damaged pavement before allowing traffic to proceed over the affected lanes. If not otherwise specified, the clear zone is the immediate area within 30' of the outside edge of lane. In low speed areas (35 MPH or less) metal plates may be used to cover excavated areas. Continuous, safe vehicular access shall be maintained to all residences, businesses, schools, police stations, fire stations, hydrants, other emergency services, hospitals, and mailboxes. Operations shall be conducted in a manner that limits inconvenience to property owners. When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris and supplies at least 40 feet away from active travel lanes. Personal vehicles shall not be parked adjacent to travelways in road right-of-ways.
4. During lane closures, all equipment and personnel shall operate within the designated work area. Traffic control devices for lane closures shall be installed with the traffic flow, beginning with devices on the upstream side of traffic. Traffic control devices for lane closures shall be removed against the traffic flow, beginning with devices on the downstream side of traffic.

5.7 CUTTING, PATCHING, AND DIGGING

1. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be

received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the Owner may direct.

2. Any cost brought about by defective or ill-timed work shall be borne by the party responsible, therefore.
3. No Contractor shall endanger any work of another Contractor by cutting, digging or other means. No Contractor shall cut or alter the Work of any other Contractor without the consent of the Owner and the affected Contractor(s).

5.8 SEDIMENTATION POLLUTION CONTROL ACT OF 1973

1. Any land-disturbing activity performed by the Contractor(s) in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C). The Owner makes no representation as to the type and intensity of rainfall or storms that shall occur during the life of the project. Southeastern North Carolina is in an area susceptible to hurricanes, severe rainfall, and storm events; these events are not uncommon to the area. No additional compensation shall be made for compliance with the Sedimentation Pollution Control Act of 1973 and NCDENR permits due to severe rainfall and storm events.
2. Upon receipt of notice that a land-disturbing activity is in violation of said act, the Contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
3. The Contractor(s) shall be responsible for defending any legal actions instituted pursuant to NCGS 113A-64 against any party or persons described in this article.
4. To the fullest extent permitted by law and without limiting any other indemnity obligation set forth herein, the Contractor(s) shall indemnify and hold harmless the Owner and employees, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, should Contractor's, or anyone for whom Contractor is responsible, fault or negligence be the proximate cause of a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article. Any claim, damage, civil penalty, loss or expense levied on or incurred by the Owner may be paid in a timely manner by the Owner and deducted from the monies owed to the Contractor(s).
5. The Contractor shall comply with the following requirements:

- a. Equipment utilized during the construction activity on a site must be operated and maintained in such a manner as to prevent the potential or actual pollution of the surface or ground waters of the state. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged on to the ground or into surface waters. Spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, of the state and in accordance with applicable state and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface of ground, of the state.
- b. Herbicide, pesticide, and fertilizer usage during the construction activity shall be restricted to those materials approved by EPA and shall be in accordance with label restrictions.
- c. All wastes composed of building materials shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (North Carolina Administrative Code Section 15A NCAC 13B).
- d. All sedimentation and erosion control shall be inspected by the Contractor at least once every seven calendar days and within 24 hours after any storm event of greater than 0.1 inches of rain per 24-hour period or any day that has been claimed by the Contractor as a rain delay.
- e. The Contractor shall submit to the Owner a written report of inspections. Visible sedimentation found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. This record shall be made available to DENR or authorized agent upon request.
- f. The Contractor shall be fully responsible for growing and maintaining a vegetative cover on all areas of the site in accordance with DENR Land Quality requirements.

5.9 INSPECTION OF THE WORK

1. It is a condition of this contract that the Work shall be subject to inspection by the Owner, designated official representatives of the Owner, and those persons required by state law to test special work for official approval. The Contractor shall therefore provide safe access to the Work at all times for such inspections.
2. All instructions to the Contractor will be made only by or through the Owner.
3. Should any work be covered up or concealed prior to inspection and approval by the Owner, such work shall be uncovered or exposed for inspection, if so

requested by the Owner in writing. Inspection of the Work will be made promptly upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition the Work that has been covered or concealed will be paid by the Contractor involved.

4. Prompt notice of all defective work of which Owner has actual knowledge shall be given to the Contractor.
5. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.
6. The presence of the Owner or Inspector at the work site shall in no way lessen the Contractor's responsibility for conformity with the contract documents. Should the Owner or Inspector, prior to or during construction, fail to point out or reject materials or work that does not conform with plans and specifications, whether from lack of discovery or from any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory materials or work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from the unsatisfactory work.

5.10 TESTING

Testing shall be performed by licensed, professional personnel according to the standards referenced in the technical specifications, or in the absence thereof, according to applicable ASTM standards or other applicable industry standards. On a daily basis, personnel performing the tests shall provide the Contractor and Owner a list of all tests performed including, at a minimum, the date, time, location, temperature, project identifier, and tester's name.

5.11 CONSTRUCTION SUPERVISION

1. Throughout the progress of the Work, each Contractor shall keep at the job site, a competent superintendent or supervisory staff satisfactory to the Owner. The superintendent shall not be changed without the consent of the Owner unless said superintendent ceases to be employed by the Contractor or ceases to be competent. The superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to him shall be as binding as if given to the Contractor.

2. The Contractor shall examine and study the contract documents and fully understand the project design, and shall provide constant, competent, and efficient supervision to the Work. Should any discrepancies of any sort in the drawings or specifications be discovered, they must be reported to the Owner without delay. Contractor will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.

5.12 SCHEDULE

Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Work Order for the Contractor's scope of services and schedule for responding to the Owner's request. Contractors must begin mobilization within 12 hours of notification. Work must not stop until construction is completed.

5.13 UNIT PRICE WORK

1. The project is "lump sum" and payment of the lump sum bid price shall be full compensation for all work indicated in the Work Order. Unit Price items included in the proposal shall be included as part of the lump sum bid. These items are indicated in the proposal and may have an associated quantity. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. When indicated, the estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of unit price work included in the lump sum bid that is performed by the Contractor will be made by the Owner. No payment shall be made to the Contractor for re-stocking of materials.
2. The quantities shown on the bid form are for the base bid only unless the contract documents specifically indicate that the item(s), or any portion thereof, are part of an alternate bid element. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid in the Contract Documents.
3. The Contractor is responsible for maintaining all documentation pertaining to the actual quantities of unit price items. This will be remitted to the Owner upon request. No payment shall be made for the quantity of unit price items that cannot be verified.
4. There will be no measurement for lump sum bid items by this contract, as payment of the lump sum price shall include all equipment, labor, materials, and incidentals necessary to perform the Work required.

5.14 MINOR CHANGES IN THE WORK

The Owner will have the authority to order minor changes in the Work not involving an adjustment in the contract sum or time of completion, and not inconsistent with the intent

of the contract documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor.

5.15 FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

1. Upon written notification from the Contractor(s) that the project is complete and ready for inspection, the Owner shall make a preliminary final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the Contractor shall complete all items requiring corrective measures noted at the preliminary inspection. The Owner shall sign-off on final inspection prior demobilization.
2. Contractor's obligation to perform and complete the Work in accordance with the Work Order shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
 - a. Observations by the Owner;
 - b. Recommendation or payment by Owner of any final payment;
 - c. Any acceptance by Owner or any failure to do so; or
 - d. Any correction of defective Work by Owner.

5.16 CORRECTION OF WORK BEFORE FINAL PAYMENT

1. Any work, materials, fabricated items or other parts of the Work which have been condemned or declared not in accordance with the contract by the Owner shall be promptly removed from the Work site by the Contractor, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Contractor whose work is faulty.
2. Correction of condemned work described above shall commence within twelve (12) after receipt of notice from the Owner, and shall make satisfactory progress until completed.
3. Should the Contractor fail to proceed with the required corrections, then the Owner may complete the Work in accordance with the provisions of Article "Owner's Right to Do Work."

5.17 PAYMENT REQUEST

Contractor shall submit a detailed payment request within 30 days of project completion. Along with the request, Contractor shall submit notarized sales tax certificates which meet the requirements as outlined in Section 7.3 of this solicitation. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of

sales tax refunds, and no such funds shall be provided to Contractor, or claim made by Contractor.

5.18 CLEANING UP

1. The Contractors shall keep the project and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the Owner. Contractor shall remove rubbish and debris from the project area on a daily basis. Disposal of waste material, rubbish, and other debris shall conform to applicable laws and regulations.
2. Prior to substantial completion of the Work, Contractor shall clean the site and make it ready for utilization by Owner. At the completion of the Work, Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the contract documents.
3. All material including construction debris, etc., which is not to be used at the project site must be legally disposed of off the project site at the Contractor's expense. Survey stakes are not considered debris and shall be removed only at the direction of the Owner.
4. Contractors are responsible for maintaining streets, parking lots, walks and grounds connecting to the project area which shall be protected from deposits of mud, sand, stone, litter or debris of any form. All mud collected on vehicle wheels must be cleaned off by spraying each tire and the underside of vehicle before leaving the construction site. Should any mud or debris from the construction project collect on the streets, this shall be removed immediately.

5.19 GUARANTEE

1. The Contractor warrants and guarantees to Owner that all work shall be in accordance with the contract documents and will not be defective.
2. All warranties and guarantees shall expressly run to the benefit of the Owner.
3. The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the Work and shall replace such defective materials or workmanship without cost to the Owner.
4. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall

replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

5. All warranties shall be construed under and in accordance with the State of North Carolina.
6. All materials and equipment incorporated into the Work shall be good quality and new, unless specified otherwise.
7. Additionally, the Owner may bring an action for latent defects caused by the negligence of the Contractor which is hidden or not readily apparent to the Owner at the time final acceptance in accordance with applicable law.
8. Additional guarantees for, equipment, materials, and supplies may be stipulated in the specifications sections governing such equipment, materials, or supplies.
9. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instruction of the applicable Supplier or manufacturer.
10. If required by the Owner, the Contractor shall provide satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
11. Any defective materials or workmanship replaced or repaired during the initial warranty period shall extend the warranty period for a period of twelve (12) months following Owner acceptance of the replacement material or workmanship.

5.20 ATTACH TO BID

1. Required Bid Security;
2. List of Proposed Subcontractors;
3. List of Project References;
4. Evidence of authority to do business in the State of North Carolina;
5. North Carolina Contractor's License No.

5.21 DEVIATIONS

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. Deviations must be explained in detail on an attached sheet. However, no implication is made by Union County that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

6 EVALUATION OF BIDS AND AWARD PROCEDURES

6.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. **All unsigned Bids will be disqualified.** In submitting a Bid, Offeror affirms all statements contained in the bid are true and accurate.

6.2 TERMS OF SUBMISSION

All material received from a person or company ("Respondent") in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent's sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as "Trade Secret – Confidential and Proprietary Information," and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses

incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

6.3 AWARD

The award shall be made to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract.

The term of this contract shall be for two (2) years with three (3) one-year renewal options at the County's discretion. The award is for a fixed, firm unit price during the initial two (2) year term where product needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Union County Board of Commissioners. Price adjustments may be negotiated at the time of renewal, based on the applicable Consumer Price Index adjustment over the preceding twelve months.

Union County shall review the terms and conditions, and confirm performance under this contract has been satisfactory. However, the County reserves the right to terminate the contract or to allow the contract period to elapse.

A Bid may be rejected if it is incomplete. Union County may reject any or all Bids and may waive any immaterial deviation in a Bid.

More than one Bid from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Bidder's Bid as negotiated.

The County shall have a period of 120 days after opening of Bids in which to award the contract. A Contract shall serve as the agreement for the purpose of this award. Contents of the Bid shall become contractual obligations if a contract ensues. Failure of the Bidder to honor these obligations may result in cancellation of the award.

6.4 PERFORMANCE AND PAYMENT BONDS

- When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.
- Awarded Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

- All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements.
- All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required and have a financial standing rating from A.M. Best Company equal to or better than A-VII.

6.5 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 MINIMUM REQUIREMENTS FOR BIDDERS

Bids shall be considered only from companies normally engaged in providing the type of installations specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory.

The Bidder should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of this project.

The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Offeror shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

7.2 TERMS AND CONDITIONS

All payroll taxes, liability and worker’s compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter bids. It is the intention of Union County to execute a final, binding Contract with the successful Offeror which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude.

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

7.3 TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on it employees and operations. Contractor shall substantiate, on demand by Union County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S 105-164.14, Union County is eligible for sales and use tax refunds on all material which become a permanent part of the construction. Contractor agrees to provide Union County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins 18-2(F) outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a Contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used;
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix

to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c).

Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds, and no such funds shall be provided to Contractor, or claim made by Contractor.

A sample tax form is provided in Appendix E.

7.4 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

7.5 CERTIFICATION

In response to the IFB Request, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- All labor costs, direct and indirect, have been determined and included in the proposed cost; and
- The potential Contractor has read and understands the conditions set forth in this solicitation.

7.6 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the bid certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

7.7 MATERIALS APPROVAL

All products or materials required for the successful completion of the Scope of Work and Specifications must be approved by the Union County Project Manager.

7.8 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

7.9 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

7.10 SUBCONTRACTOR DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

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 (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) 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 Owner, 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.

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.

7.11 EXCEPTION TO THE IFB

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

7.12 MODIFICATION OR WITHDRAWAL OF BID

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked “Modification of Bid.” Oral, telephone or fax modifications or corrections will not be recognized or considered.

7.13 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder’s own risk and is likely to result in no payment for services performed or goods received.

7.14 DISPUTES

In case of any doubt or differences of opinion as to the services to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

7.15 EQUAL EMPLOYMENT OPPORTUNITY

All Companies will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.16 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in,

denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.17 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.18 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.19 DRUG-FREE WORKPLACE

During the performance of this project, the Contractor agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.20 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. **WORKERS’ COMPENSATION**

(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer’s Liability with limits of:

\$500,000 Each Accident

\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY
(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$5,000 Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY
(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY
(for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

E. POLLUTION LIABILITY INSURANCE
(for any agreement involving the clean-up or transportation of pollutants)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. Builder's Risk
(for any agreement involving above ground construction projects)
Amount of Contract

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:
UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Union County
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of

certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

7.21 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

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8 APPENDIX A – BID FORM

IFB No. 2025-015 Union County Water Construction Repairs

SUBMIT WITH BID

Company Name: _____

Unit prices quoted and accepted shall be firm throughout the term of the awarded contract. Unit prices shall be applied, as appropriate, to compute the total value in the scope of the work all in accordance with the Contract Documents. Bidder acknowledges that quantities are approximate only and are given as the basis for comparison of Bids. The Owner may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. An increase or decrease in the quantity of any item will not be regarded as sufficient grounds for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work. The quantities shown on the Bid Form are for the base bid only. It is the responsibility of the Contractor to apportion the cost of unit price items to the base bid listed using information in the Contract Documents. The cost for all unit price items shall be included within the base bid.

Bidder agrees to perform all work described in the Bidding Documents for the unit prices set forth in the Bid tabulation. Work may be required to be performed at night, weekends, or on holidays and no separate bid prices will distinguish for the time of work.

Each Bidder must acknowledge that subcontractors are only to be used with the express written permission of Union County.

Contractors shall be responsible for always providing the minimum required personnel and equipment during the project as indicated in each bid item. If the Contractor is unable to meet the minimum requirements, the bid item will not be paid at the approved rate. The rate may be paid at a proportional amount based on the percentage of equipment/personnel actually provided.

The pricing shall include all costs to the Contractor including, without limitation, fuel, travel, transport, hauling, permits, overhead, profit, taxes, insurance, lube, and service requirements, etc.

Bid Package Checklist:

The following items are submitted and made a condition of this Bid:

1. Appendix A – Bid form (signed)
2. Appendix B – Bid Submission Form (signed)
3. Appendix C – Addendum and Anti-Collusion Form (signed)
4. Required Bid Security
5. List of Proposed Subcontractors
6. List of Project References
7. Evidence of Authority to do Business in the State of North Carolina
8. North Carolina Contractor's License No.

Appendix A - Bid Form (Continued)

This Bid Form must be completed in its entirety, signed by an executive of the company that has authority to contract with Union County, NC, and submitted with bid. Failure to complete the following form shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Company Name: _____

Item	Description	Hourly Rate	Hours	Unit Cost/ Lump Sum	Units	Total Cost
1	Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Work Order for the Contractor's scope of services and schedule for responding to the Owner's request.		80			
Small Crew Line Items						
2	Small Crew - Mobilization within four (4) hours of issued Notice to Proceed and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 0 to 6 feet in depth.			Lump Sum	15	
3	Small Crew Mobilization within four (4) hours of issued Notice to Proceed and demobilization combined as one (1) lump sum price for a small crew consisting of a minimum of a superintendent/foreman, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 6 to 10 feet in depth.			Lump Sum	15	

4	Small Crew Hourly rate for a small crew consisting of a minimum of a superintendent, backhoe or excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e., pipe saws, rags, wrenches, trench box, ladder, road plates, PPE etc.). Crew and equipment provided shall be as determined by the Bidder, subject to the approval of Owner. Crews shall have the skill, ability and equipment needed to excavate and repair pressure and gravity lines 0 to 6 feet in depth.		160			
5	Small Crew Hourly rate for a small crew consisting of a minimum of a superintendent, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, two (2) laborers, and miscellaneous equipment needed for typical utility work (i.e., pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability, and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth.		120			
Large Crew Line Items						
6	Large Crew Mobilization within four (4) hours of issued Notice To Proceed and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 0 to 6 feet in depth.			Lump Sum	5	

7	<p>Large Crew: Mobilization within four (4) hours of issued Notice To Proceed and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 6 to 10 feet in depth.</p>			Lump Sum	5	
8	<p>Large Crew: Mobilization within four (4) hours of issued Notice To Proceed and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval by Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 10 to 14 feet in depth.</p>			Lump Sum	5	
9	<p>Large Crew: Mobilization within four (4) hours of issued Notice To Proceed and demobilization combined as one (1) lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 14 to 18 feet in depth.</p>			Lump Sum	5	

10	<p>Large Crew: Mobilization within four (4) hours of issued Notice To Proceed and demobilization combined as one lump sum price for a large crew consisting of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill and ability to excavate and repair pressure and gravity lines 18 to 20 + feet in depth.</p>			Lump Sum	2	
11	<p>Large Crew: Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability, and equipment to excavate and repair pressure and gravity lines 0 to 6 feet in depth.</p>		80			
12	<p>Large Crew: Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with operator, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability, and equipment to excavate and repair pressure and gravity lines 6 to 10 feet in depth.</p>		80			

13	<p>Large Crew: Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 10 to 14 feet in depth.</p>		80			
14	<p>Large Crew: Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 14 to 18 feet in depth.</p>		80			
15	<p>Large Crew: Hourly rate for a large crew consisting of a minimum of a superintendent, foreman, excavator with operator, backhoe/loader or second excavator with operator, dump truck with driver, four (4) laborers, and miscellaneous equipment needed for typical utility work (i.e. pipe saws, rags, wrenches, trench box, PPE, ladders, road plates, other related equipment, etc. that may be required to complete project). Crew and equipment provided shall be as determined by the Bidder, subject to approval of Owner. Crews shall have the skill, ability and equipment to excavate and repair pressure and gravity lines 18 to 20 + feet in depth.</p>		40			

16	Mobilization within four (4) hours of issued Notice to Proceed and demobilization combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete Dewatering 6" and above Pumps (pumps, discharge hose, intake hoses, well points, etc.).			Lump Sum	20	
17	Dewatering: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, well points, etc.). Daily rate will be paid for dewatering system 6" and will stop at the time it is determined that it is no longer needed.			Per Day	30	

Traffic Control:

Traffic Contractor shall provide all signs, cones, barricades, and other related or required traffic control devices to meet the NCDOT standards of the MUTCD. Contractor is responsible for traffic control planning and approval by any jurisdictional regulating agency. Rate shall include all labor, traffic control devices, vehicles, trailers, etc. that may be required to transport install and remove the devices after the project is completed. Rate for traffic control shall be paid for on a unit price basis. A day will be measured as a twenty-four (24) hour period. If it is necessary for the Contractor to purchase a specific sign, Contractor shall invoice Union County for the reasonable cost of same. Any such purchase must be approved by Union County in advance. Purchased signs will be the property of Union County and will be returned to Union County when construction is completed. The early warning signs are incidental to the specific project.

18	Single lane closure on two (2) lane roads.			Per Day	1	
19	Road Closure 2 Lane Road Intersection to Intersection			Per Day	1	
20	Single or Dual Lane Closure - 4 Lane Road with existing turn lane(s).			Per Day	1	
21	Closure of intersection, 3 lanes or less at intersection.			Per Day	1	
22	Intersection Closure 4+ Lanes in more than one direction at intersection.			Per Day	1	
23	Price for Variable Message Board ("VMB") utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup, and demobilization. Payment shall start when the VMB is installed and is operational as directed by the Union County and payment shall stop at the completion of construction or when notified by Union County that VMB is no longer required.			Per Day	1	

24	Light Tower utilization to include delivery to work site, fuel or power maintenance requirements, transportation, setup, and demobilization. Payment shall start when the light tower is installed as directed by the Union County and payment shall stop at the completion of construction or when notified by Union County that light tower is no longer required.			Per Day	1	
Additional Equipment with Operators (No Shared Operators)						
25	Dump Truck, Single Axle with Operator		1			
26	Dump Truck, Dual Rear Axle with Operator		1			
27	Dump Truck, Tri Rear Axle with Operator		1			
28	Mobilization and demobilization as a combined lump sum for a rubber-tired backhoe with operator.			Lump Sum	1	
29	Rubber Tire Backhoe with Operator		1			
30	Mobilization & Demobilization as a combined lump sum for an excavator (approximately 50,000 lb. class) with operator.			Lump Sum	1	
31	Excavator (approx. 50,000 lb. class) with Operator		1			
32	Mobilization & Demobilization as a combined lump sum for an excavator (approximately 70,000 lb. class) with operator.			Lump Sum	1	
33	Excavator (approximately 70,000 lb. class) with operator.		1			
34	Mobilization & Demobilization as a combined lump sum for an excavator (approximately 100,000 lb. class) with operator.			Lump Sum	1	
35	Walk-behind asphalt cutter with operator (Lowest rental rate available per hour)		1			
36	Excavator (approximately 100,000 lb. class) with operator.		1			
37	Broom Tractor with Operator		1			
38	Superintendent, each		1			
39	Foreman, each		1			
40	Laborer, each		1			
41	Equipment Operator, each		1			
42	Pavement Removal - Per Square Yard				1 Sq Yd	
43	Pavement Replacement - Per Ton				1 Ton	
44	Concrete Removal - Per Square Foot				1 Sq Ft	

45	Concrete Replacement - Per Yard				1 Yd	
46	Grass - Per Square Foot				1 Sq Ft	

Pipe Materials:

It will be up to the discretion of Union County what materials will be provided. Contractor will be responsible for providing all other materials in an amount not to exceed \$50,000.00. Any purchase of materials in excess of \$50,000.00 must be approved by Union County in advance. Shipping/handling fee shall not exceed 10% of material cost. Contractor to invoice Union County for reimbursement of materials. It will be the Contractor's responsibility to remove and dispose of excavated materials. Contractor will bill Union County for the cost of same. It will be the Contractor's responsibility to maintain the safety and security of the work area at all times.

46	Mobilization within 4 hrs. of NTP, Demobilization, first 8 hrs. of by-pass pumping combined as one lump sum for acquiring, installing, and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Standard pump assumes open discharge up to 12" discharge piping.			Lump Sum	1	
47	By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Standard pump assumes open discharge up to 12" discharge piping.			Per Day	1	
48	Mobilization within four (4) hours of issued Work Order, demobilization, and the first eight (8) hours of by-pass pumping time combined as one lump sum price for acquiring, installing and maintaining any and all materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.). Assume High pressure and high flow situation. Up to 12" discharge piping.			Lump Sum	1	
49	By-Pass Pumping: Rate shall be provided on a per day rate. Contractor shall be responsible for maintaining any and all labor, materials and equipment required to complete the task (pumps, discharge hose, intake hoses, etc.) Daily rate will be paid for by-pass pumping system and will stop at the time it is determined that it is no longer needed. Assume High pressure and high flow situation. Up to 12" discharge piping.			Per Day		

Water/Sewer Services Installation						
50	Superintendent, previously approved by the Owner, to meet with the Owner within four (4) hours of notification by Owner, in order to assess the project situation with the Owner and establish the Work Order for the Contractor's scope of services and schedule for responding to the Owner's request.		1			
Water Services:						
51	Short side 1" water service and tap (includes connection to main, up to 50' of 1" copper pipe Installed within R/W or easement by open trench methods including all parts and box with landscaping. (Meter to be supplied by Union County). (Short side is the same side of the roadway that the water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.			Lump Sum	1	
52	Long side 1" water service and tap (includes connection to main, up to 60' of 1" CTS copper pipe installed within R/W or easement by dry bore or wet bore methods including all parts and box with landscaping. (Meter to be supplied by Union County). (Long side is the other side of the roadway that the Water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.			Lump Sum	1	
53	Extra L.F. price if short side 1" Water Service and Tap goes over 51'.				1 LF	
54	Extra L.F. price if long side 1" Water Service and Tap goes over 61'.				1 LF	
55	Short side 3/4" water service and tap (includes connection to main, up to 50' of 3/4" copper pipe Installed within R/W or easement by open trench methods including all parts and box with landscaping. (Meter to be supplied by Union County). (Short side is the same side of the roadway that the water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.			Lump Sum	1	

56	Long side 3/4" water service and tap (includes connection to main, up to 60' of 3/4CTS copper pipe installed within R/W or easement by dry bore or wet bore methods including all parts and box with landscaping. (Meter to be supplied by Union County). (Long side is the other side of the roadway that the Water main is on). Water services installations will be assigned to the contractor in an amount of no less than five (5) installations at a time.			Lump Sum	1	
57	Extra L.F. price if short side 3/4" Water Service and Tap goes over 51'.				1 LF	
58	Extra L.F. price if long side 3/4" Water Service and Tap goes over 61'.				1LF	
Sewer Services						
59	4" Near-side Residential Gravity Service Tap (includes connection to gravity main or vacuum pit, "nearside" piping installed within R/W or easement by open trench methods and cleanout up to 5' excavation)				1 EA	
60	Near-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot.				1 LF	
61	Far-side Gravity Service Tap - 4" Far-side residential taps (includes connection to gravity main or vacuum pit, "far side" piping installed within R/W or easement by open trench methods and cleanout and asphalt repair to meet existing roadway up to 5' excavation)				1 EA	
62	Far-side Residential Gravity Service Tap 4" Over 5' excavation per vertical foot				1 LF	
Sod						
63	Sod				1 Sq Yd	
Welding:						
Contractor must be able to provide a certified welder and the required tools and equipment, with weld testing documentation signed by a Certified Welding Inspector (CWI) for fillet and plate welding, to make the repairs necessary to our carbon steel raw water piping. Welding certification must be current within the prior 12 months. Contractor must also provide Non-Destructive Testing (NDT) for any welds completed on the pipeline prior to coating and backfill of the pipeline. This is unit cost per day. A day will be measured as a twelve (12) hour period.						
64	Welding with Rig			Per Day	1	
Total Bid:						

Representative Name: _____

Representative Title: _____

Representative Signature: _____

9 APPENDIX B – BID SUBMISSION FORM

IFB No. 2025-015 Union County Water Construction Repairs

SUBMIT WITH BID

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

10 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

IFB No. 2025-015 Union County Water Construction Repairs

SUBMIT WITH BID

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

11 APPENDIX D – BID SECURITY SAMPLE

IFB No. 2025-015 Union County Water Construction Repairs

An executed Bid Security must be submitted with Bid. Refer to Section 3.4 for instructions.

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 and in the form of 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.

SAMPLE 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)*:

BID

Bid Due Date:
Description *(Project Name and Include Location)*:

BOND

Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____

(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

Print Name

Title

Attest: _____
Signature

Title

By: _____
Signature *(Attach Power of Attorney)*

Print Name

Title

Attest: _____
Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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.

12 APPENDIX E – TAX FORM SAMPLE

IFB No. 2025-015 Union County Water Construction Repairs

Do Not Submit with Bid

13 APPENDIX F – PERFORMANCE AND PAYMENT BOND SAMPLE
IFB No. 2025-015 Union County Water Construction Repairs

Do Not Submit with Bid

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: **UNION COUNTY**
500 N. Main Street, Suite 600
Monroe, North Carolina, 28112

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Jesse Helm Park Playground Equipment (IFB 2024-071)

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

SAMPLE PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*: **UNION COUNTY**
500 N. Main Street, Suite 600
Monroe, North Carolina 28112

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Jesse Helms Park Playground Equipment (IFB 2024-071)

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows: