



December 19, 2024

Request for Qualifications – Second St. & Atkinson St. Utility Improvements

Bid# 700-ENG-2025-08

Addendum 01

QUESTIONS & ANSWERS

1. **Question** – Service is to be maintained during the project, can we run a temporary water line?

Answer – Service do need to be maintained. Means and method is up to the contractor to determine best practice during construction.

2. **Question** – What does replace in place mean?

Answer – Replacement pipe should be laid with the center line of the new pipe within the Town Standard trench width to the minimum distance to existing line. Exposure of the existing line is based on bidders means and methods. Maintaining construction and repair standards. Existing line is to be abandoned in place with flowable fill.

Refer to for existing line/service: Title 15A NCAC 18C .0904(b) To allow for construction and repair, a minimum distance of 12 inches shall be maintained between the outside of the water main and the outside of other utilities.

Refer to for TOC Stand trench width: Town of Clayton Water Main Pipe Laying Conditions require a 12” Min to 24” Max trench width for new pipe.

Refer to TOC MSSD for new line: The accepted quantities of PVC water line pipe will be paid for at the contract unit price per linear foot of the various types, depths, and size pipe specified (fittings, valves, and specialty items are paid separately), complete in place. This price shall include all labor, equipment, materials, trench excavation (excluding rock and select fill), shoring, or use of trench box, installation, concrete thrust blocking, marking tape, copper wire with valve boxes, making connections to existing mains, installing in existing casing, pumping, backfilling, compaction, testing of failed trenches, disposal of excess material, pressure testing, chlorinating, dichlorination, and bacteriological testing and all other work incidental to the complete installation of the mains in accordance with these specifications.

Refer to TOC MSSD 02510 – Water Distribution Part 3 G regarding Abandon in place.

3. **Question** – Can we install a temporary water main?

Answer – Service do need to be maintained. Means and method is up to the contactor to determine best practice during construction.

4. **Question** - Do you have any stamped plans?

Answer – Historical stamped plans are not available.

5. **Question** - Note 2 on Atkinson says to replace 5ea 8" valves. Are these valves cut in valves going on an existing line or on the new line?

Answer – Payment for valve box/valve removed shall be made at the contract unit price for each valve box/valve removed and delivered to the Water Resources Department. Valve box/valve removal shall include valve box removal, removal of the gate valve, plugging of tee, placement of select fill material, compaction, and pavement repair. This price shall include all labor, equipment, materials necessary for removal of valve box(es)/valve(s) and all other work incidental to the complete removal of the valve box(es)/valve(s) in accordance with the specifications. Review adjusted Bid tabulation for total valves to be replaced along Atkison and Horne.

6. **Question** - Are these valves incidental or should there be a pay item?

Answer – Refer to Question 5.

Respondents are hereby notified that this Addendum shall be attached to and made a part of the Submittal Package and Agreement Documents.

This addendum must be acknowledged and signed by an authorized representative of the firm and must be returned with your submittal.

Failure to do so will cause your submittal to be rejected:

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date _____



BID FORM FOR CONSTRUCTION CONTRACT

FROM

BIDDER NAME: _____

BIDDER ADDRESS: _____

DATE OF BID: _____

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

ARTICLE 1 – OWNER AND BIDDER

1.01 This Bid is submitted to: **Town of Clayton**
Attention: Mark Moore
111 E. Second Street
Clayton, NC 27520

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work, furnishing all labor, materials, tools, equipment, apparatus, supplies, and as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents, for and because of the construction, erection, and/or installation of the proposed "Project"

Project Name: Second St & Atkinson St Utility Improvements
Bid Number: 700-ENG-2025-08

For the Town of Clayton, North Carolina in accordance with the Contract Documents, including Addenda thereto. There is deposited, herewith, a certified check, or a Bid Bond in the amount of **Five Percent (5%)** of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Bid, which are as follows:

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: it is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all Bids.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such items or items as the Owner may deem to be in the best interest of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bid shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should the Bid not be accepted by the Owner, the certified check, or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Bid be accepted by the Owner and the Bidder Fail or neglect to execute the Contract and furnish the required Bonds with ten (10) business days after receiving notifications of the acceptance of the Bid and/or receipt of the formal Contract and Bond forms, the certified check, or the Bid Bond deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposed to enter into a Contract in accordance with this Bid, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Clayton demonstrating such compliance.

ARTICLE 2—ATTACHMENTS TO THIS BID

1. The following documents are submitted with and made a condition of this Bid. Your Bid may be deemed non-responsive if this information is not completely filled out and included with your bid. See Section 3 for applicable forms and information:

- A. ☐ Required Bid Bond or other allowable Bid security; **Bid Security/Bonds must be submitted separate from the sealed bidding documents. Place the Bid Security/Bond in a separate sealed envelope.**
- B. ☐ Qualifications Statement
- C. ☐ Certified List of Equipment/Materials Manufacturer
- D. ☐ Bidders Certification as to Organization and Authority
- E. ☐ Non-Collusive Affidavit
- F. ☐ Non-Discrimination Clause
- G. ☐ Equal Employment opportunity Addendum
- H. ☐ MWBE Identification of Minority Business Participation.
- I. ☐ Affidavit A or Affidavit B as applicable.
- J. ☐ Addendum Acknowledgement Signature Page for each addendum issued (if applicable).
- K. ☐ Photocopy of Bidder's North Carolina General Contractors License
- L. ☐ Certificate of Authorization to do business in North Carolina (Secretary of State)
- M. ☐ Contractors Statement of Compliance to Self-Perform 40% of work (use contractor letterhead).
- N. ☐ List of ALL Subcontractors, identifying trade.
- O. ☐ E-Verify Affidavit

On the outside of the sealed Bid Security/Bond envelope and the Bid sealed envelope must write the following: Bid number, Project Name, Attention, Name of Bidder, NC General Contractor License number.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Second Street

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	DROP INLET PROTECTION	EA	2	\$	\$
2	0-2" MILLING ASPHALT	SY	1,900	\$	\$
3	2" ASPHALT	TON	220	\$	\$
4	REMOVE & REPLACE CURB	LF	25	\$	\$
5	SEWER - BYPASS PUMPING	LS	1	\$	\$
6	REMOVE and REPLACE SEWER - 8" PVC MAIN	LF	500	\$	\$
7	REMOVE and REPLACE SEWER - 4" PVC SERVICE	EA	14	\$	\$
8	SEWER – INSTALL MANHOLE	EA	1	\$	\$
9	SEWER - ABC STONE TRENCH	TON	300	\$	\$

10	WATER - 6" PVC MAIN	LF	650	\$	\$
11	WATER - 6" GATE VALVE	EA	1	\$	\$
12	WATER - 6" x 6" HYDRANT TEE	EA	1	\$	\$
13	WATER – METER BOX (VARIOUS SIZES) Ref 7H	EA	12	\$	\$
14	WATER – SERVICES (5/8")	EA	7	\$	\$
15	WATER – SERVICES (1")	EA	5	\$	\$
16	WATER - ABC STONE TRENCH	TON	400	\$	\$
17	WATER SERVICE LINES – REMOVE & DISPOSE	EA	12	\$	\$
18	STORM WATER - CURB INLET & CATCH BASIN	LS	2	\$	\$
19	STORM WATER – RCP (12" Concrete)	LF	30	\$	\$
20	Mobilization	LS	1	\$	\$
21	Traffic Control	LS	1	\$	\$
22	Allowance Final As Built Plans	LS	1	\$5,000	\$
23	Water Bypass	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

B. Bidder will perform the following Work at the indicated unit prices:

Atkinson St and section of Horne St.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	0-2" Milling Asphalt	SY	6,500	\$	\$
2	2" ASPHALT	TON	570	\$	\$
3	REMOVE & REPLACE CURB	LF	40	\$	\$
4	WATER - 8" PVC MAIN (Atkinson St.)	LF	2,470	\$	\$
5	WATER - 6" PVC MAIN (Horne St)	LF	521	\$	\$
6	WATER - 8" x 6" HYDRANT TEE	EA	2	\$	\$
7	REPLACE HYDRANT	EA	2	\$	\$
8	WATER – METER BOX (VARIOUS SIZES) Ref 7H	EA	17	\$	\$
9	WATER - SERVICE (5/8")	EA	12	\$	\$
10	WATER - SERVICE (3/4")	EA	1	\$	\$
11	WATER - SERVICE (1")	EA	2	\$	
12	WATER - SERVICE (2")	EA	2	\$	
13	WATER - ABC STONE TRENCH	LS	800	\$	\$
14	WATER - ABANDON EXISTING WATER LINE (FLOWABLE FILL)	LS	1	\$	\$
15	STORM WATER - 36" RCP	LF	121	\$	\$
16	STORM WATER - 42" RCP	LF	50	\$	\$

17	Mobilization	LS	1	\$	\$
18	Traffic Control	LS	1	\$	\$
19	Allowance Final As Built Plans	LS	1	\$5,000	\$
20	WATER - GATE VALVE 8"	EA	11	\$	\$
21	WATER - GATE VALVE 6"	EA	3	\$	\$
22	WATER - GATE VALVE 4"	EA	1	\$	\$
23	Water Bypass	LS	1	\$	\$
Total of All Unit Price Bid Items					\$

C. Bidder acknowledges that:

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

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within 120 calendar days for after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **30** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages of 500.00 dollars per day.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____