



ADDENDUM NO. 1

Owner: Town of Gibsonville
129 W. Main Street
Gibsonville, NC 27249

Project: Town of Gibsonville – Hwy 61 Waterline Connector
AWCK Project No. 23030
NCDWI Project No. SRP-D-134-0220

Bid Opening: **Wednesday, January 7th, 2026 @ 2:00 PM**
129 W. Main Street
Gibsonville, NC 27249

Date: December 11, 2025

General

The following changes, additions, interpretations, and corrections are herewith made a part of the referenced project and shall take precedence over previous requirements. Contractors shall familiarize themselves with the content of this addendum, as it is a part of the contract documents.

Bidders shall acknowledge receipt of the Addendum by doing *both* of the following:

1. Fax this page to the Engineer at 336-226-3034 or email Connie Lavance (clavance@awck.com) indicating receipt of Addendum

AND

2. Acknowledge receipt on Bid Form (page BF-1, attached with Addendum).

Project Plans/Specifications Revisions

1 – Advertisement to Bid – Bid Opening & Pre-Bid Dates

Correction: Bidders are advised that the advertisement to bid has been revised to include the correct bid date of Wednesday, January 7th, 2026 @ 2:00 pm at Town of Gibsonville Town hall. Bidders are advised that the pre-bid date has been revised to include the correct Thursday, December 18th, 2025 @ 2:00 pm at Town of Gibsonville Town Hall. These dates now match the published Advertisement for Bids.

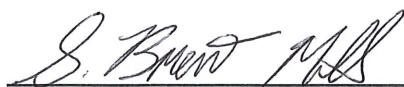
2 – Instructions to Bidders- Pre-Bid Date

Correction: Bidders are advised that the instructions to bidders has been revised to include the correct pre-bid date of Thursday, December 18th, 2025 @ 2:00 pm at Town of Gibsonville Town Hall.

3 – Summary of Addendum #1 Revisions

- Advertisement to Bid
 - Bids received until **2:00 PM, Wednesday, January 7th, 2026 @ Town of Gibsonville Town Hall**
 - Pre-bid meeting will be held at the Gibsonville Town Hall Building, 129 W. Main St., Gibsonville, NC 27249 on **Thursday, December 18th, 2025 @ 2:00 pm.**
- Instructions to Bidders
 - Pre-bid meeting date at **2:00 pm, Thursday, December 18th, 2025.**

END OF ADDENDUM No. 1



S. Brent Mills, P.E.
Alley, Williams, Carmen & King, Inc.
Firm License No. F-0203

Attachments:

- Revised Advertisement for Bids
- Revised Instructions to Bidders

ADVERTISEMENT FOR BIDS

Town of Gibsonville
Hwy. 61 Waterline Connector
Gibsonville, North Carolina

Sealed Bids will be received by the Town of Gibsonville (Owner), 129 W. Main Street, Gibsonville, North Carolina 27249, (336) 449-4144, at the Gibsonville Town Hall Building, until **2:00 PM, Wednesday, January 7th, 2026**, for the Hwy. 61 Waterline Connector.

At said place and time, and promptly thereafter, all Bids that have been duly received will be publicly opened and read aloud.

The proposed work will consist of the installation of new water infrastructure in the vicinity of NC Highway 61 in Gibsonville, North Carolina. The primary work will include the following items and appurtenances:

1. Installation of approximately 8,440 LF 12" DIP Water, including open cut and bore & jack installation
2. Installation of approximately 3,550 LF 16" DIP Water, including open cut and bore and jack installation under the NCRR corridor
3. Installation of Packaged Booster Pump Station
4. Connection to existing 12" and 8" waterlines

All bids must be in accordance with the Bidding Documents on file at the office of Alley, Williams, Carmen & King, Inc., Post Office Box 1179 / 740 Chapel Hill Road, Burlington, NC 27216-1179.

Copies of Bidding Documents may be obtained from Alley, Williams, Carmen & King, Inc. at the address indicated herein, or a digital set can be downloaded at the following web address: www.awck.com/resources/bidding-plans/ .

Bidders must be licensed contractors in the State of North Carolina, duly licensed accordingly for the appropriate section of Bid. A 5% Bid security must accompany each Bid.

Each Successful Bidder will be required to furnish a Construction Performance Bond and a Construction Payment Bond as security for the faithful performance and the payment of all bids and obligations arising from the performance of the Contract.

A Pre-bid meeting will be held at the Gibsonville Town Hall Building, 129 W. Main St., Gibsonville, North Carolina 27249 on Thursday, December 18th, 2025, at 2:00 PM. All bidders are strongly encouraged to attend.

No Bidder may withdraw his bid within 120 days after the actual date of the opening thereof. The Town reserves the right to reject any or all bids and to waive informalities.

ENGINEER:

Alley, Williams, Carmen & King, Inc.
Post Office Box 1179 (27216-1179)
740 Chapel Hill Road
Burlington, North Carolina 27215

Ben Baxley, Town Manager

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these instructions to Bidders shall have the meanings assigned to them in the General Conditions and the Supplementary Conditions. Additional terms are defined as follows:

Owner. Town of Gibsonville
129 W. Main Street
Gibsonville, NC 27244
Attention: Mr. Rob Elliot, Public Works Director
Telephone: (336) 584-9600

Engineer. Alley, Williams, Carmen & King, Inc.
740 Chapel Hill Road
Burlington, NC 27215
Attention: Mr. Brent Mills, P.E.
Telephone: (336) 226-5534

2. **RECEIPT OF BIDS.** Sealed Bids in duplicate addressed to the Town of Gibsonville will be received at Gibsonville Town Hall, 129 W. Main St., Gibsonville, NC 27249 until **2:00 PM, Wednesday, January 7th, 2026**. Bids received after this time will be returned unopened.

There will be a pre-bid conference at Town of Gibsonville Town Hall, 129 W. Main St., Gibsonville NC 27249, at **2:00 PM, Thursday, December 18th, 2025**. Pre-bid attendance encouraged but is not mandatory.

Bid opening will be held immediately after the time for receipt of Bids has expired.

Bids will be opened publicly and read aloud.

Bidders assume full responsibility for timely delivery of Bids.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid per contract. Multiple Bids under different names will not be accepted from one firm or association.

3. **COPIES OF BIDDING DOCUMENTS.** Drawings, Specifications, and Bidding Documents are available for viewing in the offices of Alley, Williams, Carmen & King, Inc., 740 Chapel Hill Road, Burlington, NC 27215, or may be obtained from the following link <http://www.awck.com/resources/bidding-plans/>

Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to; (a) thoroughly examine the Contract Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work. (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance, or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.01 **Subsurface Information.** A generic report on Subsurface Exploration has been prepared for this project. Although included with these specifications, Bidder, at Bidder's own expense, is encouraged to perform subsurface investigations within accessible areas. The Bidder, by way of establishing a unit price for the work within the contract agreement's price schedule or by otherwise submitting a bid on this project, has acknowledged that he is aware of the limited subsurface information or data, and has satisfied himself that his established unit price is sufficient to ensure the proper completion of the project and the conditions which may affect the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; rock excavation; water tables or similar conditions at the site; availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar conditions at the site; and the character of equipment and facilities needed preliminary to and during prosecution of the work. Any failure by the CONTRACTOR to acquaint himself with these facts will not relieve him from responsibility for work. The OWNER and ENGINEER assume no responsibility, nor will they be liable for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER/ENGINEER.

On request 72 hours in advance, Owner will provide each Bidder with access to the site to conduct limited explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall not create any holes, bore, or clear any land and restore the site to its former conditions upon completion of such explorations. Arrangements for site visits shall be made by calling the Engineer.

4.02 **Easements.** All work shall be completed within existing rights-of-way or acquired easements. All additional land and access thereto required for temporary construction ingress and egress, or storage of materials and equipment, are to be provided by Contractor.

4.03 **Bidder's Representation.** The submission of a Bid will constitute an incontrovertible representation by Bidder that the Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 10 days prior to the date for the opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **CONTRACT TIMES.** The number of days within which, or the dates by which, the work is to be substantially complete and completed and ready for payment are set forth in the Bid Form.

7. **LIQUIDATED DAMAGES.** Provisions for liquidated damages are set forth in the Supplementary Conditions. The amount of liquidated damages set forth is \$1,000.00 per calendar day for each day work is not completed beyond the completion date.

8. **SUBSTITUTE OR "OR-EQUAL" ITEMS.** The procedure for submission of any application for review of substitute or "or-equal" items by Contractor and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions and may be supplemented in the project requirements section of Division 1, General Requirements. The Contract, if awarded, will be on the basis of materials and equipment indicated on the Drawings or specified in the Specifications. Application for review of substitute or "or equal" materials or equipment will not be considered by Engineer unless received by Engineer within 15 working days prior to the bid opening. Judgment concerning substitutes and "or-equal" reviews will be determined by the sole discretion of the Engineer.

9. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Form of Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a Surety Company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the Owner and accepted bidder have executed the contract, or, if no award has been made within 120 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
10. **OPENING OF BIDS:** Bids will be publicly opened and read aloud.
Engineer will provide a Bid Tab or copies of bids upon request.
11. **AWARD OF CONTRACT:** Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.
In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
Owner(s) may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
If the Contract is to be awarded, it will be awarded to the lowest Bidder determined based on the Base Bid plus any Alternatives chosen by the Owner. Owner will decide on Alternatives, if any, to be added to this contract based solely on available finances and what is deemed by the Owner to be in the best interest of the Town.
Low Bidder will be required to execute a Construction Contract included in the Bid Documents and will be required to provide the Town with a Certificate of Insurance in accordance with the Insurance Requirements hereafter described in Paragraph 10.
12. **SALES AND USE TAX:** Contractor will be required to report all sales tax for all materials incorporated into the project. A Sales Tax Report Form (form to be approved by Engineer) shall be submitted with all Applications for Payments (form to be approved by Engineer). Failure not to provide sales tax report will be justification for not processing Application for Payment.
13. **LIABILITY INSURANCE REQUIREMENTS:** Insurance requirements for the project shall be provided as follows:
The successful bidder shall be responsible for obtaining and maintaining adequate liability insurance to completely and fully protect Town of Gibsonville against all claims and actions arising out of any and all property damages or personal injury or death as shown in table below. The Contractor shall furnish proof of this liability insurance to be attached to the executed copies of the contract. Contract insurance is required to be sufficient for approval by NCRR for work within the NCRR corridor. Contractor shall be responsible for satisfying these requirements to receive approval to work within NCRR Corridor.

CONTRACT 1 INSURANCE REQUIREMENTS LIMITS OF LIABILITY IN THOUSANDS (000)

| | <u>Each Person</u> | <u>Each Occurrence</u> | <u>Aggregate</u> |
|--|--------------------|------------------------|------------------|
|--|--------------------|------------------------|------------------|

GENERAL LIABILITY

| | | | |
|---|----------|----------|----------|
| Personal Injury (Including Bodily Injury) | \$ 1,000 | \$ 5,000 | |
| Property Damage | | \$ 5,000 | \$ 5,000 |
| Or | | | |
| Personal Injury (Including Bodily Injury) and Property Damage Combined | | \$ 5,000 | \$ 5,000 |

AUTOMOBILE LIABILITY

| | | | |
|---|----------|----------|----------|
| Bodily Injury | \$ 1,000 | \$ 1,000 | |
| Property Damage | | \$ 1,000 | |
| Or | | | |
| Bodily Injury and Property Damage Combined | | \$ 1,000 | \$ 2,000 |

OWNER'S PROTECTIVE LIABILITY*

| | | | |
|---|----------|----------|----------|
| Personal Injury (Including Bodily Injury) | \$ 1,000 | \$ 5,000 | |
| Property Damage | | \$ 5,000 | \$ 5,000 |
| Or | | | |
| Personal Injury (Including Bodily Injury) and Property Damage Combined | | \$ 5,000 | \$ 5,000 |

- This is a special additional policy written for this project alone which specifically indemnifies the Town of Gibsonville as the Owner of this project.

** Note: THE TOWN OF GIBSONVILLE MUST BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CONTRACTOR'S POLICY. A WAIVER OF SUBROGATION SHALL ALSO APPLY TO THE ABOVE POLICIES.

WORKMEN'S COMPENSATION As required by law.

SPECIAL HAZARD Blasting (as required).

NOTE: WRITTEN NOTICE OF CANCELLATION MUST BE 30 DAYS AND STATED ON THE CERTIFICATE OF INSURANCE.

AGGREGATE AMOUNT MAY NOT INCLUDE EXCESS COVERAGES.

14. SAFETY. Within five (5) calendar days following the bid opening, the apparent low bidder shall submit to the Owner the following documents as evidence of the safety record of the Contractor:

- OSHA 200 Log for the Bidder's Firm for the last 5 years.
- Current Worker's Compensation Rating for Bidder's firm.

Review of these records shall be a part of evaluating the bidder's qualifications and a poor safety record may be cause for rejection of bid.

15. **QUANTITIES AND UNIT PRICES.** Owner reserves the right to delete any bid item or items in the bid prior to awarding the contract, except such deletions shall not reduce the total bid by more than 25% unless mutually agreed upon.

The Owner/Engineer reserves the right to make at any time after award of the contract such changes in quantities as are necessary to complete the project. Such changes in quantities shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as changed at the unit prices agreed to in the Proposal.

The non-utilization or partial utilization of any bid item shall not serve as a claim for any contract or unit price adjustment as the Contractor shall be paid the unit price bid for the number of as-built units installed, regardless of whether the final quantity is over or under the estimated quantity in the contract.

16. **SUBMISSION OF BIDS.** Submit Bids and all required data in an opaque, sealed envelope. If submitted by mail, enclose in another envelope addressed for mailing. Plainly identify the sealed envelope with the following information.

Do not open before **2:00 PM, Wednesday, January 7th, 2026**

Bid for construction of Hwy. 61 Waterline Connector

Owner: Town of Gibsonville

Bidder: _____

Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

END OF SECTION