



## **ADDENDUM NO. 1**

Owner: Town of Elon  
104 S. Williamson Ave.  
Elon, NC 27244

Project: W. Lebanon Ave. Parking Improvements – Phase III  
AWCK Project No. 22010

Bid Opening: **Wednesday, March 22, 2023 @ 2:00 PM**

Date: March 13, 2023

### **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 the following:**

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

### **Revisions**

#### **1 – Bid Form – Revision**

**Bid Item #8:** Bidders are advised that Bid Item #14 has been revised to Asphalt Concrete Intermediate Course Type I19.0C OR Asphalt Base Course Type B25.0 B. Estimated quantity is based on the installation of 18" RCP pipe under Lebanon Avenue and shall be paid as part of the asphalt pavement repair. Use of I19C or B25B will be installed in 6" depth per the Town of Elon Asphalt Pavement Repair Detail, and shall be installed in accordance with NCDOT minimum and maximum lift thickness.

#### **Contract Time of Completion:**

Bidders are advised that the 'Contract Time of Completion' has been revised to **90 calendar days**. This contract time shall supersede all contract times referenced throughout the bidding documents in the original advertisement.

## **2 – Measurement and Payment– Material Revision**

**Bid Item #14:** Bidders are advised that Bid Item #14 – ‘Pavement Markings’ has been revised to reflect material specification. Pavement Markings shall be installed using white paint for asphalt applications (thermoplastic road markings are not required for this project).

## **Questions/Clarifications**

### **1 – Will Engineer provide staking for project**

**Clarification:** Yes, AWCK will provide a one-time staking of the project per the bid specifications.

### **2 – Is any additional training/certification required for work in the NCRR right-of-way**

**Clarification:** Required agreements with the NCRR have been acquired and will need no further action from the contractor. Per the project specifications, insurance requirements must be met with the Town of Elon named as an additional insured.

### **3 – Can Lebanon Avenue be closed during this project?**

**Clarification:** Due to the nature of the location of this project, a minimum of one lane must be maintained at all times. When doing so the traffic control shall be limited to the length of work zone only and flaggers provided, per MUTCD specifications, to allow traffic to move in either direction.

**\*The final day to submit questions is close of business Friday, March 17<sup>th</sup> 2023.**

**END OF ADDENDUM No. 1**



S. Brent Mills, P.E.

Alley, Williams, Carmen & King, Inc.

Firm License No. F-0203

Attachments: Pre-Bid meeting Minutes, Revised Bid Form, Revised Measurement and Payment





## PRE-BID MEETING MINUTES

Project: West Lebanon Parking Improvements – Phase 3  
AWCK Job No. 22010  
Date: Wednesday, March 8, 2023 at 2 P.M.  
Location: Elon Town Hall; 104 S. Williamson Ave, Elon, NC 27244

1. Introductions: Everyone please sign the sign-in sheet.
2. Overview of Project Scope
  - A. Parking Improvements
    - i. Award of contract will be based on lowest responsive bid.
  - B. Bidders must be licensed in the state of NC at the time Bid is submitted.
  - C. Complete Bid Submission must include:
    - i. Bid Security equal to 5% of proposal
    - ii. E-Verify Affidavit
  - D. Project Specifics
    - i. Owner is Town of Elon
    - ii. Engineering Design is by AWCK
    - iii. AWCK will be the Project Engineer, and assist the Town in providing Construction Administration, and Field Project Representative
    - iv. Use primary roads when possible, with dump trucks and haulers.
3. Project Description:
  - A. Base Bid – Minimum work included in this project
    - i. Traffic Control
      1. Lump sum price for all Traffic Control required on site.
      2. No extra payment will be made for signs, flaggers, devices, etc.
    - ii. Erosion Control
      1. No additional payment will be made for the maintenance and removal of erosion control devices.
        - a. Silt Fence
        - b. Special Sediment Control Fence
        - c. Block and Gravel Inlet Protection
    - iii. ABC Stone
      1. Payment based on Tons provided on plant tickets, stone not used will be deducted by Resident Project Representative.
    - iv. Asphalt Pavement
      1. Surface course S9.5 B and Intermediate Course I19.0 C
      2. Payment based on Tons provided on plant tickets, asphalt not used will be deducted by Resident Project Representative
    - v. Curb & Gutter
      1. Payment to be made by LF of 24” Curb & Gutter installed.
      2. No additional payment will be made for stabilization, grading, etc.
    - vi. Curb Inlet, Catch Basins, Drop Inlets
      1. Payment based on number of device installed.
      2. No additional payment will be made for excavation, grading, backfilling, etc.

- vii. RCP Pipe
    - 1. Price to include purchase and delivery of all materials required for installation of 18” RCP.
    - 2. No additional payment will be made for backfilling, grading, stabilization, etc.
  - viii. 4” Pavement Marking Lines
    - 1. Payment based on LF of pavement markings installed.
  - ix. Class A Rip Rap
    - 1. Payment based on Tons provided on plant tickets, stone not used will be deducted by Resident Project Representative.
4. Schedule:
- A. Bid Date                      March 22, 2023 – 2:00 P.M.
  - B. Expected Award              April 11, 2023
  - C. Tentative Pre-Con          Late April, 2023
  - D. Tentative Start (NTP)      TBD
  - E. Completion Date          90 (to be updated via Addendum #1) Calendar days following NTP.
5. Ligated Damages are \$400.00 per day.
6. Special Provisions:
- A. Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them.
  - B. Cleanliness is a focus of this project, contractor shall keep the premises free at all times from accumulations of waste materials and rubbish.
  - C. Contractor is responsible for providing personnel geotechnical testing as specified in the contract documents.

**DISCUSSED ITEMS:**

- Existing culvert under NCRR: existing culvert carries drainage from existing roadside ditch on North under the tracks to the South. Proposed parking improvements will reduce drainage area to this culvert due to piping of ditch to intersection of Lebanon Road and Church Street
- Traffic Control: Minimum of 1 lane will need to remain open at all times in accordance with MUTCD standards to allow access to and from residential units and the downtown area
- NCRR: No additional certifications/training/submittals will be required outside of what is specified in the project specifications. Insurance requirements are included and will require naming the Town of Elon as an additionally insured
- Staking: AWCK will provide staking for project
- Parking expansion profile: Top of curb elevations and slope are set on plans. Profile of parking will be set based on these elevations and the existing edge of pavement – the proposed asphalt will tie between edge of existing pavement and front of gutter
- Town of Elon’s goal is to install the complete Phase 3 improvements. Should bid results not allow funding of improvements in their entirety, the Town is prepared to complete as much of project as possible, awarding the contract with adjusted quantities to fall within budget



**BID FORM FOR CONTRACT 1**  
**West Lebanon Avenue Parking Improvements – Phase 3**

PROJECT IDENTIFICATION:

Town of Elon  
Street Improvements  
Contract 1 – West Lebanon Avenue Parking Improvements – Phase 3

THIS BID IS SUBMITTED TO:

Town of Elon  
104 S. Williamson Avenue  
Elon, NC 27244

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 60 days after the day of bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner’s Notice of Award.
3. In submitting this Bid, Bidder represents that:
  - a. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
  - b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - c. Bidder is familiar with and has satisfied itself as to all Federal, State and Local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - d. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to underground facilities at or contiguous to the site.

- e. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the following prices:

**West Lebanon Avenue Parking Improvements – Phase 3**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Amount
1	Mobilization	Lump Sum	LS	\$	\$
2	Traffic Control	Lump Sum	LS	\$	\$
3	Grading	Lump Sum	LS	\$	\$
4	Silt Fence, complete in place	335	LF	\$	\$
5	Special Sediment Control Fence, complete in place	10	LF	\$	\$
6	Block & Gravel Inlet Protection, complete in place	7	Each	\$	\$
7	Asphalt Concrete Surface Course, Type S9.5B	305	Tons	\$	\$
8	Asphalt Concrete Intermediate Course, Type I19.0 C or Asphalt Base Course, Type B 25.0 B	12	Tons	\$	\$
9	ABC Stone, complete in place	770	Tons	\$	\$
10	24" Curb & Gutter, complete in place	885	LF	\$	\$
11	Curb Inlet, complete in place	5	Each	\$	\$
12	Catch Basin, complete in place	1	Each	\$	\$

Item No.	Description	Estimated Quantity	Unit	Unit Price	Bid Amount
13	Drop Inlet, complete in place	1	Each	\$	\$
14	18" RCP Class IV, complete in place	850	LF	\$	\$
15	4" Paint Pavement Marking Lines (White)	1,275	LF	\$	\$
16	Rip Rap (Class A), complete in place	10	Tons	\$	\$
17	Seeding and Mulching	1	LS	\$	\$
<b>TOTAL BASE BID</b>				<b>\$</b>	

5. Bidder agrees that the Work covered by the section or sections included in the contract award will be completed within the following number of days after the date when the Contract time commences to run as provided in Paragraph 14.04 of the General Conditions. Completion shall mean completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

Contract Time of Completion:                      90 Calendar Days

The construction periods listed above shall run concurrently and shall apply regardless of the number of sections awarded to a Bidder.

Bidder also agrees that should the bidder fail to accept a contract if awarded to them, or default on any other provisions of a contract award, the cash, certified check, or bid bond attached hereto shall become the property of the Town of Elon as ascertained as liquidating damages for such default.

6. Communications concerning this Bid shall be sent to Bidder at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

8. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the contract documents.

9. Bidder accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement. Bidder agrees that as liquidated damages for delay (but not as a penalty), Bidder

shall pay Owner **Four Hundred Dollars (\$400.00)** for each day that expires after the time specified and in accordance with the Agreement.

10. The following documents are attached to and made a condition of the Bid:

- A. Required Bid security in the form of Bid Bond – Certified Check (circle type of security provided);
- B. Bidder is instructed to complete the Contractor’s Qualification Statement; see pages CQS-1 to CQS-3;
- C. Bidder is instructed to complete the Affidavit of Compliance with N.C. E-Verify Statues; see page 000500-1.
- D. Bidder is instructed to complete the Iran Divestment Act Certification; see page IDA-1.

See Page BF-5 for Execution of Bid.



SIGNATURE OF BIDDER

Contractor's License Number \_\_\_\_\_

License Expiration Date \_\_\_\_\_

If an Individual

By \_\_\_\_\_

(Signature of Individual)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

If a Partnership

By \_\_\_\_\_

(Firm Name)

\_\_\_\_\_  
(signature of general partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

If a Corporation

By \_\_\_\_\_

(Corporation Name)

\_\_\_\_\_  
(signature of authorized person)

\_\_\_\_\_  
(title)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_\_

Fax No. \_\_\_\_\_

END OF SECTION

## SECTION 01025 – MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 1 and 2 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies the measurement and payment of the contract unit prices for the project.
- B. Related Sections include the following:
  - 1. “Bid Form” for unit price quantities and bid amounts.
  - 2. Division 1 Section "Application for Payment”.
  - 3. Division 2 – STREET & SITE SPECIFICATIONS – all Sections.

#### 1.3 GENERAL

- A. The bid items shown in the Bid Form have been created solely for the purpose of comparison of bids and for use in the preparation of monthly Applications for Payment. Quantities shown thereon must be considered as approximate only.
- B. Basis for payment and unit of measurement for the work under this contract shall be in accordance with the following and shall include furnishing all labor, tools, equipment and materials required to construct the improvements in the manner specified including but not limited to all types of excavation, trenching, shoring, pumping, pipe installation, testing, backfilling, repairs, surface restoration and all other items necessary to complete the work as specified.
- C. All work shown on the plans herein specified or implied in any way on the drawings or specifications shall be done regardless of whether or not the work is specifically defined in any bid item.
- D. 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 units actually incorporated and accepted into the work.
- E. Payment and measurement will be based on this Section.

1.4 PAY ITEMS

A. Bid Item #1 – Mobilization

1. Payment for Mobilization will be paid for at the contract lump sum price for “Mobilization”. No additional payment will be made for insurance, bonds or additional items associated with project start-up, etc. since the work is considered to be included in the lump sum bid for Mobilization.
2. Partial payments for the item of “Mobilization” will be made with the first and second Application for Payments paid on the contract and will be made at the rate of 50% of the lump sum price for “Mobilization” on each of these Application for Payments, provided the amount bid does not exceed 3% of the total amount bid for the project. Where the amount bid for “Mobilization” exceeds 3% of the total bid, 1-1/2% of the total amount bid will be paid on each of the first two Applications for Payment, and that portion exceeding 3% will be paid on the final Application for Payment.

B. Bid Item #2 – Traffic Control

1. Payment for traffic control will be paid for at the contract unit price for “Traffic Control” and will be full compensation for all work described in the contract documents. The contractor shall provide new signs or signs in very good and legible condition. The contractor shall provide all necessary personnel and equipment for traffic control.
2. The contractor shall abide by N.C.D.O.T. and MUTCD standards and guidelines. The contractor shall provide and maintain and other devices necessary for traffic control including, but not limited to: stop/slow paddles, vests, cones, barrels, arrow boards as required, and any other resources, equipment or personnel to safely route traffic around the contractors work zone.

C. Bid Item #3 – Grading

1. Payment for grading work will be paid for at the contract lump sum price for “Grading” and will be full compensation for all work described in the contract documents.
2. No additional payment will be made for borrow material, compacting existing subgrade, hauling material to stockpile site, or removal and disposal of excess material, as this work is considered incidental to the work and is to be included in the unit price bid.

D. Bid Items #4 & #5 – Silt Fence & Special Sediment Control Fence

1. Payment for silt fence and special sediment control fence will be based on the actual number of linear feet incorporated and accepted into the work and measured to the nearest 1.0 foot.
2. No additional payment will be made for clean stone, storage excavation, posts, ties, maintenance and removal since the work is considered incidental to the work and is to be included in the unit price bid.
3. Payment for silt fence & special sediment control fence will be made at the contract unit price per linear foot for “Silt Fence & Special Sediment Control Fence” incorporated and accepted into the work and will be full compensation for all work described in the contract documents.

E. Bid Item #6 – Block & Gravel Inlet Protection

1. Payment for block & gravel inlet protection will be based on the actual number of inlet protection devices installed and accepted into the work.
2. No additional payment will be made for storage excavation, stone, maintenance and removal since the work is considered incidental to the work and is to be included in the unit price bid.
3. Payment for block & gravel inlet protection will be made at the contract unit price for each “Block & Gravel Inlet Protection” incorporated and accepted into the work and will be full compensation for all work described in the contract documents.

E. Bid Items #7 & #8 – Asphalt Pavement & ABC Stone

1. Measurement for asphalt pavement and ABC stone will be based on the actual tons of asphalt or ABC stone placed and accepted into the work. Work includes fine grading, temporary stone, removal of temporary stone, sawcutting existing pavement and placement of new pavement.

2. Payment for asphalt and ABC stone will be based on the actual number of tons of asphalt and ABC stone placed and accepted into the work.
3. Asphalt placement will be paid at the contract unit price per ton for “Pavement” based on tickets provided by the asphalt and ABC supplier to the nearest 0.01 ton.
4. No additional payment will be made for proof roll, tack coat, testing or other work described in the contract documents.

F. Bid Item #9 – 24” Curb and Gutter

1. Payment for curb and gutter will be made at the contract unit price per linear foot incorporated and accepted into the work. Measurement of curb and gutter will be based on the actual dimensions removed and measured to the nearest 0.5 ft.
2. Payment will be made at the contract unit price per linear foot incorporated and accepted into the work and will be full compensation for all work described in the contract documents.
3. No additional payment will be made for the disposal of the existing concrete materials. No additional payment will be made for forms, excavation, concrete, finishing, traffic control or other work required to replace the curb and gutter since the work is considered to be included in the contract unit price.

G. Bid Items #10-#12 – Storm Sewer Structures

1. Payment for storm sewer structures will be based on the actual number of storm sewer structures incorporated and accepted into the work based on the size, type and depth of each structure.
2. No separate payment for structure tops, grates or ring and covers will be made as such are incidental to the drainage structure.
3. No additional payment will be made for excavation, backfilling, dewatering, etc, since the work is considered incidental to the work and is to be included in the unit price bid.
4. Payment for storm sewer structures will be made at the contract unit price for each type of “Storm Sewer Structure” incorporated and accepted into the work and will be full compensation for all work described in the contract documents.

H. Bid Item #13 - Storm Sewer Pipe

1. Payment for storm sewer pipe will be based on the actual number of linear feet of storm sewer pipe incorporated and accepted into the work and measured to the nearest linear foot for the size, type and depth of pipe indicated in the bid item.
2. No additional payment will be made for the excavation, backfilling, dewatering, etc, since the work is considered incidental to the work and is to be included in the unit price bid.
3. No additional payment will be made for the haul away or onsite wasting of any excess material left over from the installation of Storm Sewer Pipe or Storm Sewer Structures since the work is considered incidental to the work and is to be included in the unit price bid.

I. Bid Item #14 – Pavement Markings

1. Payment for pavement markings will be based on the actual number of linear feet of pavement markings installed and accepted into the work, and measured to the nearest linear foot.
2. No additional payment will be made for surface preparation; reapplication of molten pavement marking crossed by a vehicle; and removal of all pavement marking materials spilled onto the pavement or concrete surfaces. Parking lines will be 4” white paint made for asphalt application.
3. No additional payment will be made for surface preparation; reapplication of molten pavement marking crossed by a vehicle; and removal of all pavement marking materials spilled onto the pavement or concrete surfaces. Parking lines will be 4” white paint made for asphalt application.

J. Bid Item #15 – Pavement Repair

1. Measurement for pavement repair will be based on the actual number of square yards of asphalt placed and accepted into the work. Work includes fine grading, excavation, removal of temporary stone, saw cutting existing pavement and placement of new pavement.
2. Payment for asphalt will be based on the actual number of square yards of asphalt and placed and accepted into the work.
3. Pavement Repair is to be limited to the maximum width of the trench plus 12” on each side. Contractor is to provide tickets from asphalt supplier to verify tonnage with expected square yards.
4. No additional payment will be made beyond 12” on each side of trench unless approved by the Resident Project Representative.

K. Bid Item #16 – Rip Rap

1. Rip rap used to construct rip rap pads will be paid for at the contract unit price per ton “Rip Rap” incorporated and accepted into the work.
2. Payment will be based on the actual number of tons based on quarry tickets. Quarry tickets shall be given to inspector at time of delivery and pay item will be marked on ticket. Tickets not given to inspector will not be paid for. Stone wasted or not used in the opinion of the inspector shall be deducted from the quarry tickets.
3. No additional payment will be made for excavation of accumulated sediment since the work is considered incidental to the work and is to be included in the unit price bid.
4. Payment for Rip Rap will be made at the contract unit price per ton for “Rip Rap” incorporated and accepted into the work and will be full compensation for all work described in the contract documents.

L. Bid Item #17 – Seeding and Mulching

1. Payment for seeding and mulching will be made at the contract lump sum price for “Seeding and Mulching” incorporated and accepted into the work and will be full compensation for all work described in the contract documents.
2. Payment for seeding & mulching is to include any clearing, grubbing or stripping associated with this project.
3. No additional payment will be made for seedbed preparation, seed, fertilizer, lime, or repair seeding since the work is considered incidental to the work and is to be included in the unit price bid.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01025