



ADDENDUM NO. 2

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 17, 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 – Plan Sheet – Revision

Plan Sheet 1: Bidders are advised that Plan Sheet 2 has been revised to include waterline replacement. The replacement involves the removal of existing waterline that will be considered incidental to the installation of stormwater piping and grading. Installation of two 45 degree bends, approximately 30 LF of 6" DIP, one 6" Gate Valve, regrading of existing ditch and side slopes, and the possible removal of an existing tree at the intersection of Church St and W. Lebanon Ave, if required.

The Town of Elon shall assist in the isolation of the existing waterline by the closing of nearby valves. Contractor shall be responsible for notifying any residents/businesses, via door hangers/flyers, along Church Street at least 48 hours in advance of distribution to their water service.

Drop inlet #1 has been revised from open throat inlet to a grated inlet, per Town of Elon standard drawing SD-7.

2 – Bid Form – Revision

- Bid Item #18:** Bidders are advised that Bid Item #18 has been added to the existing bid form. “6” DIP, Class 50, including pipe, bedding, backfill, blocking, and testing; complete in place as directed by Engineer.” Estimated quantity is to be made for linear feet of 6” DIP installed and include all work specified in the attached measurement and payment and bid documents.
- Bid Item #19:** Bidders are advised that Bid Item #19 has been added to the existing bid form. “6” Gate Valve”, including fittings and appurtenances for complete connection to existing waterline. Complete in place as directed by the Engineer.” Estimated quantity is to be made for each gate valve installed.
- Bid Item #20:** Bidders are advised that Bid Item #20 has been added to the existing bid form. “45° Bends, including fittings and appurtenances, Complete in place as directed by Engineer.” Estimated quantity is to be made for each bend installed.
- Bid Item #21:** Bidders are advised that Bid Item #21 has been added to the existing bid form. “Removal of existing tree at intersection of Church St. and W Lebanon Ave.” The Contractor shall make reasonable efforts during construction to minimize impact to the existing tree at the intersection of Church St and W. Lebanon Ave. If, during construction, the survival of the tree becomes a concern for Town personnel, contractor shall safely remove and dispose of tree by this bid item.
- Bid Item #22:** Bidders are advised that Bid Item #22 has been added to the existing bid form. “Class B Concrete Blocking” will be based on the number of cubic yards installed and accepted into the work. Blocking will be used behind the proposed 45 degree bends.

3 – Measurement and Payment– Material Revision

- Bid Item #18:** Bidders are advised that Bid Item #18 – ‘6” DIP, Class 50, including pipe, bedding, backfill, blocking, and testing; complete in place as directed by Engineer.’ has been added to reflect the addition of work required for the project.
- Bid Item #19:** Bidders are advised that Bid Item #19 – ‘6” Gate Valve, including fittings and appurtenances for complete connection to existing waterline. Complete in place as directed by the Engineer.’ has been added to reflect the addition of work required for the project.
- Bid Item #20:** Bidders are advised that Bid Item #20 – ‘45° Bends, including fittings and appurtenances, Complete in place as directed by Engineer.’ has been added to reflect the addition of work required for the project.

Bid Item #21: Bidders are advised that Bid Item #21 – ‘Removal of existing tree at intersection of Church St. and W Lebanon Ave.’ has been added to reflect the addition of work required for the project.

Bid Item #22: Bidders are advised that Bid Item #22 – “Class B Concrete Blocking” has been added to reflect the addition of work required for the project.

END OF ADDENDUM No. 2

A handwritten signature in cursive script, reading "S. Brent Mills", is written over a horizontal line.

S. Brent Mills, P.E.

Alley, Williams, Carmen & King, Inc.

Firm License No. F-0203

Attachments: Revised Bid Form, Revised Measurement and Payment, Revised Plan Sheet #2

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 | 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 | \$ | \$ |
| 18 | 6" DIP, Class 50, including pipe, bedding, backfill, blocking, and testing; complete in place as directed by Engineer. | 30 | LF | \$ | \$ |
| 19 | 6" Gate Valve, including fittings and appurtenances for complete connection to existing waterline. Complete in place as directed by the Engineer. | 1 | Each | \$ | \$ |
| 20 | 45° Bends, including fittings and appurtenances, Complete in place as directed by Engineer. | 2 | Each | \$ | \$ |
| 21 | Removal of existing tree at intersection of Church St. and W Lebanon Ave. | Lump Sum | LS | \$ | \$ |
| 22 | Class B Concrete Blocking | 3 | CY | \$ | \$ |
| TOTAL BASE BID | | | | \$ | |

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.

M. Bid Item #18 – 6” DIP, Class 50

1. Payment for Ductile Iron Water Main will be based on the actual number of linear feet of ductile iron pipe incorporated and accepted into the work and measured to the nearest 0.1 linear foot.
2. No additional payment will be made for saw cutting pavements, excavation (except for rock excavation), backfilling, dewatering, etc., joint restraint as required on the plans or in the specifications, testing or chlorination required to install the ductile iron pipe, since the work is considered incidental to the work and is to be included in the unit price bid.
3. Payment for Ductile Iron Water Mains 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.

N. Bid Item #19 – 6” Gate Valve

1. Payment for 6” gate valves will be paid for at the contract unit price for each size gate valve incorporated and accepted into the work. Payment will be full compensation for all work described in the contract documents.
2. No additional payment will be made for excavation, bedding, megalugs, backfilling, setting of valve box, concrete collar, testing, chlorination, etc. since the work is to be included in the unit price bid.
3. Payment for Gate Valves will be made at the contract unit price per each incorporated and accepted into the work and will be full compensation for all work described in the contract documents.

O. Bid Item #20 – 6” 45° Bends

1. No additional payment will be made for excavation, bedding, megalugs, backfilling, testing, chlorination, etc., since the work is considered incidental to the work and is to be included in the unit price bid.
2. Payment for 45° Bends will be made at the contract unit price per each incorporated and accepted into the work and will be full compensation for all work described in the contract documents.

P. Bid Item #21 – Tree Removal

1. Payment for tree removal will be paid for at the contract lump sum for “Removal of existing tree at intersection of Church St. and W Lebanon Ave.” and will be full compensation for all work described in the contract documents.
2. Payment shall include the safe removal of existing tree by a qualified professional, including the grinding of stump.
3. No additional payment shall be made for the disposal of limbs, branches, trunks, stump, or mulch as necessary to complete the removal of the existing tree.

Q. Bid Item #20 - Class B Concrete Blocking

1. Payment for Class B concrete blocking will be based on the actual number of cubic yards of Class B concrete blocking incorporated and accepted into the work. Payment will be full compensation for all work described in the Contract Documents.
2. No additional payment will be made for excavation or backfill, since the work is considered incidental to the work and is to be included in the unit price bid.
3. Payment will be based on the actual number of cubic yards based on delivery tickets. Delivery tickets shall be given to Resident Project Representative at time of delivery and pay item will be marked on ticket. Tickets not given to Resident Project Representative will not be paid for. Concrete wasted or not used in the opinion of the Resident Project Representative shall be deducted from the delivery tickets.
4. Payment for Class B concrete blocking will be paid for at the contract unit price per cubic yard for “Class B Concrete Blocking” incorporated and accepted into the work and will be full compensation for all work described in the Contract Documents.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01025