

ADDENDUM NO. 1

March 10, 2010

TOWN OF HILLSBOROUGH

GRADING, PAVING, DRAINAGE, SIDEWALK CONSTRUCTION AND LANDSCAPING FOR MARGARET LANE

Orange County, North Carolina

This Addendum constitutes part of the Bid Documents and modifies the original Contract Proposal and Plans. Acknowledge receipt of this Addendum in the space provided on Page 5 in the Bid Documents to be submitted w/ final bids. Failure to do so may subject the Bidder to disqualification. This Addendum consists of six (6) revised plan sheets. Revisions are listed below.

PLAN REVISIONS

Issue #	Plan Reference	Description
1	Sheet #1	Added station numbers to the beginning and end of project on plan view. Revised bid date from March 16, 2010 to April 1, 2010 at 2pm
2	Sheet #3	Added Churton Street text under Typical Section #2. Depicted Asph. Conc. Base Course on Typical Section #2 to be shown solid black.
3	Sheet #4	Added inset view to show existing and proposed pavement markings. Labeled ROW along Churton Street and Margaret Lane.
4	Sheet #4A	Additional work on north side of Margaret Lane. Alternate #1
5	Sheet #5	Added inset view to show existing and proposed pavement markings. Removed Pavement Marking Quantities for White Stop Bar, and revised quantities for Double Yellow Line from 251 L.F. to 502 L.F. and Standard Crosswalk Line from 85 L.F. to 45 L.F.
6	Sheet #6	Removed TIP PROJECT text from left side of plan sheet.
7	SP-5	Added provision concerning access to adjacent properties.

- Please note that a pre-bid meeting is scheduled for March 23, 2010 at 2pm in the Town Barn. Attendance is not mandatory.

CONTRACT PROPOSAL

Town of Hillsborough
MARGARET LANE SIDEWALK

DESCRIPTION: Construction of sidewalk along Margaret Lane in Hillsborough, North Carolina. The project will also include construction of curb and gutter, associated storm drainage, grading, erosion control, traffic control and pavement marking.

BID OPENING: ~~March 16, 2010~~ April 1, 2010

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO: Town of Hillsborough
PO Box 429
101 E. Orange Street
Hillsborough, NC 27278
Attn.: Eric Peterson – Town Manager
Office: 919-732-1270

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form – Schedule of Values. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the estimated quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE OWNER'S OFFICE BY;**

TIME: 2:00 PM

DATE: ~~MARCH 16, 2010~~ April 1, 2010

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

TOWN OF HILLSBOROUGH
PO Box 429
101 E. Orange Street
Hillsborough, NC 27278
Attn.: Eric Peterson – Town Manager

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible BIDDER will be notified that his bid has been accepted and that he has been awarded the contract. TOWN OF HILLSBOROUGH reserves the right to reject all bids and waive all informalities.

Advertisement for Bids

TOWN OF HILLSBOROUGH Margaret Lane Sidewalk-

Sealed bids will be received until 2:00 p.m., EST, April 1, 2010 by Town of Hillsborough for the construction of sidewalk along Margaret Lane. A public bid opening will be conducted.

The scope of work includes:

This contract is for construction of sidewalk along Margaret Lane in Hillsborough, North Carolina. The project will also include construction of curb and gutter, associated storm drainage, grading, erosion control, traffic control and pavement marking.

The Town of Hillsborough encourages the participation of small contractors, minority contractors, physically handicapped contractors, women contractors, and historically underutilized businesses in the construction of this project.

Complete plans, specifications and contract documents will be open for inspection at the Town of Hillsborough located at 101 E. Orange Street in Hillsborough, NC, 919-732-1270; the offices of the Associated General Contractors in Raleigh; HCAC/iSqFt. Plan Room in Raleigh; and McGraw-Hill Dodge in Raleigh. Copies of the contract, specifications and plans may be obtained at the Town of Hillsborough Finance Department, Town Hall Annex, located at 137 N. Churton Street, 919-732-2104. Copies of these contract documents shall require a \$50.00 non-refundable payment. Payment shall be made by cashiers check.

INFORMATION FOR BIDDERS

BIDS will be received by TOWN OF HILLSBOROUGH at 101 E. Orange Street,
Hillsborough, North Carolina 27278 until 2 pm EDT March 16, 2010. BIDS may
be mailed or delivered to said address. April 1, 2010

TOWN OF HILLSBOROUGH hereinafter will be called the "OWNER"

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typed, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and review of the drawings and specifications including ADDENDUMS. BIDDERS shall familiarize themselves completely with existing conditions and constraints prior to submitting bids.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND in the amount of 5% of the bid. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check drawn on an FDIC insured bank may be used in lieu of the BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of the power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER in default, the BID BOND accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of acceptable performance BOND and payment BOND, the OWNER shall sign the Agreement and return to such party whom the contract was awarded an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may with WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liabilities on the part of either party.

The OWNER may make sure such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted proves incompetency of the contractor.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions that are reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7(2) of the NCDOT Standard Specifications.

PROSECUTION AND PROGRESS:

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the NCDOT Standard Specifications.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations. Access to private and public property via stairs, walks, and drives shall be maintained at all times during construction. The access may be temporary in order to construct curb and gutter, sidewalk, drainage, but shall be of an all-weather surface such as gravel, etc.

NOTIFICATION OF OPERATIONS:

The Contractor shall notify the ENGINEER 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

INSPECTION:

All work shall be subject to inspection by the ENGINEER at any time. Routinely, the ENGINEER will make periodic inspections of the completed work. It will be the responsibility