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CANTON, NORTH CAROLINA

ADVERTISEMENT FOR BID
Police Station Renovation Bid

Sealed Bids for the Police Station Renovation will be **received by the Town of Canton until 2:00 PM local time on April 21, 2026**, at the Town Offices, 85 Summer Street, Canton, NC 28716. The public bid opening will be conducted in the boardroom of the Town of Canton address listed above at the specified date and time. Late bids will not be accepted.

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **"BID ENCLOSED – Town Hall & Police Station Renovation Bid"** and shall be addressed to the Town of Canton, Lisa Stinnett, 85 Summer St., Canton, NC 28716. The Town is not responsible for any bids not received prior to bid opening that are delivered to the Town. All Bids shall be in (2) two envelopes with the bid documents (for both Town Hall and Police Station) in one envelope and the bid bond is in a separate envelope with both envelopes being clearly marked as stated above.

A Mandatory Pre-Bid/Site Visit meeting was held on **March 24, 2026, at 1:00 PM** local time at 138 Academy St., Canton, NC. The meeting will start at the future Town Hall, and we will walk down the block to the future Police Station.

Scope of Work: A major renovation of the existing historic building with approximately 5,600 SF. The existing masonry structure and foundation will be upgraded to align with the requirements of a risk category IV structure. Once completed, the facility will include additional SF in the basement and second floor of the building. New windows, finishes, roofing, building systems, and emergency systems will be incorporated into the renovated facility. Exterior repairs and improvements will be needed to align with the requirements of the State Historic Preservation Office as well as the functional & aesthetic needs of the Police Department.

The Issuing Office for the Bidding Documents is:

Town of Canton website. Bidding Documents are available in electronic form from the town website.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Architect of Creech & Associates listed on the cover page (msupino@creechassociates.com). Deadline for questions is 12:00 PM local time on Tuesday, April 7, 2026. Questions will be addressed via Addenda no later than 4 days prior to bid date and will be posted on the county website.

Bids will be received for a single prime, lump sum Contract.

Bidders must have a license to do work as a contractor in the State of North Carolina, as set forth under Article 1 chapter 87 of the North Carolina General statutes. The bidder's North Carolina Contractor license number shall be designated on the outside of the sealed envelope containing the Bid.

Bidders are required to provide a non-collusion affidavit, as set forth in the bidding documents.

As provided by statute, a deposit of cash, cashier's check or certified check on some bank or trust company insured by the Federal Deposit insurance Company, or a bid bond executed by corporate surety licensed under the laws of North Carolina to execute such bonds in the amount of 5% of the bid must accompany each bid. The payee shall be **"Town of Canton"**. Said deposit shall guarantee that the Agreement will be entered into by the successful bidder if

award is made. Such deposit may be held by the Town of Canton until the successful bidder has executed and delivered all required Contract documents to the Town of Canton.

Unless otherwise directed, the Contractor shall furnish performance and payment bonds, as hereinafter specified, on only those forms enclosed herein. A performance bond, satisfactory to the Town of Canton, will be required of the successful bidder or bidders within ten (10) business days after notice of award, in an amount equal to one hundred percent (100%) of the contract price, conditioned that he shall comply in all respects with the terms and conditions of his contract and his obligations thereunder including, but not limited to, the specifications, and shall indemnify and save harmless the Town of Canton, North Carolina, against or from all cost, expense, injury or loss to which the Town may be subjected by reason of wrong doing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents, or employees, in or about the execution or performance of said contract, and shall save and keep the Town harmless against and from all claims or losses to it or from any cause whatever, in the matter of the performance of said contract, and including also any patent infringements because of designed operating methods on the project and/or the use of any patented thing, equipment, and/or apparatus installed by him therein. The performance bond shall remain in full force and effect for a minimum of twelve (12) months after project completion, but for not less than the guarantee period established by the Architect upon project completion and acceptance.

A payment bond, satisfactory to the Town of Canton will be required of the successful bidder or bidders within ten (10) business days after notice of award, in an amount equal to one hundred percent (100%) of the contract amount, conditioned that he shall comply in all respects with the terms and conditions of his contract; and also conditioned upon the prompt payment for all labor or materials for which the Contractor or Subcontractor is liable. The payment bond shall be for the protection of the persons furnishing materials or performing labor and to save the Town harmless from and against any and all legal recourse resulting from the Town's owning and/or accepting construction for which labor and materials have not been paid in full.

Whenever the surety or sureties on the bonds so furnished shall be deemed by the Town to be insufficient or unsatisfactory, the Contractor, within ten (10) business days after notice thereof, shall furnish and deliver new bonds to the Town in the same penalty and on the same conditions with a surety satisfactory to the Town. This duty shall continue on the part of the Contractor whenever and so long as the Town may require.

If the Contractor shall fail to furnish such bonds within ten (10) business days after said notice is mailed to his address, the Town of Canton, North Carolina, through its proper agents, may stop all further work under said contract and re-let the unfinished work at the expense of the Contractor.

The Town of Canton is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Town encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on Town contracts.

As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Town of Canton by any company identified in a) or b) above shall be void ab initio.

To the extent permitted by applicable statutes and rules, the Town will maintain as confidential trade secrets in its proposal that the Contractor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Contractor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Contractor may label as

a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Contractor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Contractors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the Town will notify the Contractor of such action and allow the Contractor to defend the confidential status of its information.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

Any costs incurred by the Contractor in preparing or submitting offers are the Contractor's sole responsibility; the Town of Canton will not reimburse any Contractor for any costs incurred or associated with the preparation of proposals.

This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

If a payment schedule is not part of The Contract, then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.

The Contractor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

The Contractor agrees not to use the existence of The Contract or the name of the Town of Canton as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the Town is willing to act as a reference by providing factual information directly to other prospective customers.

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

The Contractor shall agree these General Conditions constitute an insured contract and shall name the Town of Canton as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, the Contractor shall furnish the Town with certificates of insurance evidencing the above coverages and amounts on an approved form. Contractor hereby grants the Town a waiver of any right of subrogation which any insurer of said Contractor may acquire against the Town by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the Town and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the Town. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Supplier's liability and obligations.

The Contractor shall hold and save the Town of Canton, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days from the date that the Contractor has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the Town's agents who are involved in the delivery or processing of Contractor deliverables or Services to the Town. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract. The statute defines "public officer" as an individual who is elected or appointed to serve or represent a public agency, other than an employee or independent contractor of a public agency. A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.

There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

Per NC Commerce, potential conflict of interest exists, as defined in 24 CFR Part 570.489 (h) and Bulletin 10-8, when a person involved with this potential CDBG project: (1) has family or business ties with any of the local government elected officials or local government staff; (2) requested or received an opinion about a potential conflict of interest from an attorney or from the North Carolina Ethics Commission; (3) has an ownership interest in an entity that is directly affected by activities proposed in the application; and/or (4) derive any income or commission as a direct result of action taken by the local government elected board or its staff.

Any Town information, data, instruments, documents, studies, or reports given to or prepared or assembled by or provided to the Contractor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by the Town of Canton.

Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Contractor's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract

expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

This Contract may be amended only by a written amendment duly executed by the Town and the Contractor.

Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Town under applicable law. The waiver by the Town of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

The Contractor shall furnish all materials, qualified staff, equipment and tools necessary to conduct and complete the Project per the plans and specifications, and per regulatory agency permit requirements safely and efficiently. The Contractor shall always maintain an adequate workforce to ensure timely completion of the work and shall always utilize appropriate safety equipment, per industry standards and requirements. The Contractor shall work cooperatively with the Town staff and other designated parties during the Project. The Contractor shall implement the Project in compliance with all regulatory permits.

END OF DOCUMENT 00 11 13

Canton Police Station Reno
Project No.: 2023-001-01
Issue to: Bidders

Town of Canton, Owner
Contract Document Date: July 07, 2025
Addendum Date: April 13, 2026

A. NOTICE TO BIDDER

- 1.1 This Addendum is issued pursuant to the Conditions of the Contract and is hereby made part of the Contract Documents. The addendum serves to clarify, revise, and supersede information in the Project Manual, the Drawings, and previously issued Addenda. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form. Failure to do so may subject the Bidder to disqualification. A list of attachments, if any, is part of this document.
- 1.2 The date for receipt of bids for this project **is unchanged by this Addendum**. Bids will be opened April 21, 2026 at 2:00 PM at the Town of Canton Offices, 85 Summer Street, Canton, NC 28716
- 1.3 Pre-Bid Conference: A Mandatory Pre-Bid Conference was held at the Future Police Station & Town Hall on March 24, 2026, at 1:00 PM. Any clarifications issued as a result of the meeting are addressed by Addendum; verbal information provided does not alter the content of the bidding documents.

B. MODIFICATIONS TO PREVIOUS ADDENDA **(None)**

C. APPROVED SUBSTITUTION REQUESTS **(None)**

D. MODIFICATIONS TO PROJECT MANUAL

- 1.4 See items listed below.

E. MODIFICATIONS TO DRAWINGS **(None)**

F. ATTACHMENTS

- 1.5 This Addendum includes the attached documents and specification sections:
 - a) 005 - Table of Contents, **(Revised)**.
 - b) 00 11 13 – Advertisement for Bid, **(Revised)**.
- 1.6 This Addendum includes the following attached drawings: **(None)**
- 1.7 This Addendum includes the following Questions and Answers:
 - a) Are the projects viewed independently with the potential of two different winning bidders (Police Station & Town Hall), or as two projects with one winning bidder?
 - 1) Both projects will be awarded to a single winning bidder.
 - b) Please confirm HUB documentation is not required to be submitted with these bids. There is none included in the specifications.
 - 1) Hub documentation is not required.
 - c) Page 3 00 11 13- Advertisement for Bid states: "Any and all payments to the Contractor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract." Can this be clarified? Does this project have guaranteed funding?
 - 1) Both projects are funded. The language was removed from the referenced document.

- d) 2. Are each of these projects bid separately or are you looking for a lump sum bid for both projects.
 - 1) See response from Question "A". In addition, we will track the costs for each project separately for accounting purposes.
- e) 1. Please clarify a few things about the generator. It appears that the owner is supplying the generator, and the electrical contractor has to include in their bid all of the installation (including setting it in place), and the ATS. Is this correct?
 - 1) Correct. The owner is furnishing generator (only). E.C. to furnish everything required to install it.
- f) Is the generator annunciator included with the supply of the generator, or will the contractor have to purchase this?
 - 1) E.C. to furnish and install the generator annunciator.
- g) Is the generator start-up, testing, and training included with the supply of the generator, or will the contractor have to include this?
 - 1) Start-up, testing, and training is not included with the generator. E.C. to include this.
- h) Document A101, Exhibit A of the specs says, under A.2.3.1, that the owner shall purchase the Builder's Risk Insurance. Is this correct, or should this be provided by the contractor?
 - 1) The contractor should provide this on behalf of the owner.

END OF ADDENDUM 1