



HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

<u>SUBMIT SEALED BIDS TO:</u>	<u>DIRECT INQUIRIES TO:</u>	<u>BID OPENING</u>
Cleveland County Water Brad Cornwell General Manager 715 Polkville Rd Shelby, NC 28151 Brad.cornwell@clevelandcountywater.com	TGS Engineers Chad Houser, PE, PLS 201 W. Marion Street Suite 200 Shelby, NC 28150 704-476-0003 chouser@tgsengineers.com	02/13/2026 @ 10:00 am Location: Cleveland County Water 715 Polkville Rd, Shelby, NC 28151

Bid must be submitted before February 13th, 2026, at 10:00 am

Deadline for Written Questions is February 6th, 2025 at 12:00 pm

<u>Vendor Name:</u>	<u>Point of Contact:</u>	
<u>Mailing Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip:</u>
<u>Area Code and Phone Number:</u>	<u>Email Address:</u>	
<u>Federal Employer Identification Number or Social Security Number:</u>		

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF _____ COUNTY OF _____, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent, Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and County officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids;
3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - a. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract;
 - b. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - c. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of Cleveland County Water any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached.
4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless Cleveland County Water, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including, but not limited to, all costs and attorney fees incurred, in addition to any other remedies available by law.

SIGNATURE OF AUTHORIZED AGENT

FIRM: _____

PRINT/TYPE NAME/TITLE

ADDRESS: _____

Subscribed & sworn before me this ____ day of ____, 20 ____.

PHONE: _____

Notary Public

My Commission Expires: _____

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Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

IMPORTANT INFORMATION AND INSTRUCTIONS

DOCUMENTS WITHIN THIS AGREEMENT: The pages of this agreement consist of:

- a. Invitation and Bidder Information
- b. Important Information and Instructions
- c. General Conditions
- d. Special Conditions
- e. Specifications/Description of Work to be Performed
- f. Bid Form, Bonding Requirements

1. IMPORTANT DATES

Friday February 6th, 2026 at 12:00 pm – Deadline for written questions.

Friday February 13th, 2026 at 10:00 am – Bids Due

Thursday December 31, 2026 – Completion Date of all Construction

2. SUBMIT ALL PAGES

All pages of this document will be used as the contract. Bidders shall submit ALL pages of this document and supplemental pages with completed information.

3. BIDDER SHALL WRITE ON THE OUTSIDE OF SUBMITTAL ENVELOPE:

- a. The name of the General Contractor
- b. The Project Title
- c. Date of bid opening

4. BIDS SHALL NOT BE QUALIFIED WITH ANY STATEMENTS ON THE BID FORMS OR BY SEPARATE ATTACHMENT

5. LIQUIDATED DAMAGES

As discussed in further detail under General Conditions Item 38, in the event the Contractor fails to substantially complete construction required under this agreement in the time allotted, Contractor shall reimburse Cleveland County Water for liquidated damages.

6. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

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Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

GENERAL CONDITIONS

BIDDER – TO ENSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

1. **SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those that do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions can be found on the Cleveland County website at clevelandcountywater.com/finance-purchasing/
2. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of an authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
3. **NO BID:** If not submitting a bid, respond by returning included "Non-Bidder Response Letter". Failure to respond three (3) times in succession may be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit either a bid or a written "NO BID," and it must be received no later than the stated bid opening date and hour.
4. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing by email so as to reach the Project Engineer no later than the date shown on page two (2). For all challenges considered valid by the Project Engineer, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/objections not considered valid will be so stated to the objecting party.
5. **BID OPENING:** Bid opening, if applicable, occurs at the time specified on the bid form. It is the Bidder/Vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile, email, or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone or facsimile. Bid tabulations will be provided by email at the written request of the bidder/vendor. Bid and contract documents are the property of Cleveland County Water and are subject to the provisions of the North Carolina Open Records Act.
6. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.
7. **AWARDS:**
 - a. As the best interest of Cleveland County Water may require, the right is reserved to:
 1. Award by individual item or project, group of items or projects, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more vendors.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

- b. Bidders/Vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by Cleveland County Water and appropriate documents executed. Cleveland County Water reserves the right to add or delete any item from this contract when deemed to be in the best interests of Cleveland County Water.
8. **ACCEPTANCE OF CONTRACT:** This document constitutes only the Bidder/Vendor's offer until it is accepted on behalf of Cleveland County Water and is fully executed by both parties.
9. **WAIVER:** Cleveland County Water reserves the right to waive any general provisions, special provision or minor specification deviation when considered to be in the best interest of Cleveland County Water.
10. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the Bidder/Vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The Engineer shall make the final determination. Failure to notify the Project Engineer in writing of any deviation from the specifications may cause the agreement to be rejected and/or terminated without further compensation at the discretion of Cleveland County Water.
11. **MISTAKES:** Bidders/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at Bidder/Vendor's risk.
12. **INFORMATION:** The Bidder/Vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the Bidder/Vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
13. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:**
 - a. Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder/Vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The Bidder/Vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.
 - b. Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.
14. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to Cleveland County Water. Each individual sample must be labeled with Bidder/Vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. **Samples will not be returned.**
15. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the Vendor, both on samples and delivered products.

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

16. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by Cleveland County Water. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with North Carolina Statutes. Items delivered not conforming to specifications will be rejected and returned to the Bidder/Vendor at the Bidder/Vendor's expense. Any violation of these stipulations may result in supplier's name being removed from Cleveland County Water's Vendor mailing list, and Cleveland County Water may pursue any and all other remedies available either in equity or by law.
17. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
18. **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. Cleveland County Water accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Vendor until accepted by the ordering agency. The Bidder/Vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's bill of lading.
 - b. Report damage (whether visible or concealed) to the carrier and Bidder/Vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier, and disposition given by the Bidder/Vendor, or for a reasonable time after notification to the Bidder/Vendor.
 - d. Provide the Bidder/Vendor with a copy of the carrier's bill of lading and damage inspection report.
19. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all work performed pursuant to this Agreement shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
20. **SERVICE AND WARRANTY:** Unless otherwise specified, the Bidder/Vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance of this contract by Cleveland County Water, Bidder/Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be of good material and workmanship and free from defects.
21. **REMEDIES:** Failure to make delivery or to meet specifications authorizes Cleveland County Water to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting Bidder/Vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, Bidder/Vendor upon notice thereof from Cleveland County Water shall promptly correct or replace the same at Bidder/Vendor's expense. If Bidder/Vendor shall fail to do so, Cleveland County Water may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the Bidder/Vendor, all such goods will be held at Bidder/Vendor's risk. Cleveland County Water may, and at the Bidder/Vendor's direction shall, return such goods to Bidder/Vendor at Bidder/Vendor's risk, and all transportation charges, both to and from original destination, shall be paid by Bidder/Vendor. Any payment for such goods shall be refunded by Bidder/Vendor unless Bidder/Vendor promptly corrects or replaces the same at its expense.

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

22. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all municipal departments, boards, commissions, agencies and institutions.
23. **LIABILITY:** The Bidder/Vendor shall hold and save Cleveland County Water, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the Bidder/Vendor's breach of this contract or the Bidder/Vendor's negligence.
24. **INDEPENDENT CONTRACTOR:** The parties agree that Bidder/Vendor and each subcontractor is acting in the capacity of an independent contractor with respect to Cleveland County Water, and shall not at any time be or represent itself as an agent or employee of Cleveland County Water.
25. **PRICES AND TERMS:** Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
26. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to Cleveland County Water, its departments, boards, commissions, agencies, institutions, and all employees, nor may the Bidder/Vendor withdraw or cancel the contract, or any part of the contract for these reasons. Bidders/Vendors may only cancel the contract pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the Bidder/Vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon the "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
27. **PAYMENT:**
 - a. **INVOICING:** The Bidder/Vendor shall be paid within a reasonable time, not to exceed 45 calendar days, after submission of proper certified invoices to the Project Engineer at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay or processing invoices for payment. The company or corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the Bidder/Vendor wishes to ship or service from a point other than the home office, he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACTS**, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by the department or division issuing the purchase order, and only for quantities actually ordered and delivered. Cleveland County Water does not promise to purchase the quantity shown. Cleveland County Water reserves the right to purchase none of the product or more than shown at the unit price stated in the bid.
 - c. **DISCOUNTS:** Bidders/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - d. **UNIFORM COMMERCIAL CODE:** All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

and conditions as in the original contract, by mutual agreement between Cleveland County Water and the Bidder/Vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of Cleveland County Water's Ethics and Conflict of Interest Policy. All Bidders/Vendors must disclose with the bid, the name of any officer, director or agent who is also an employee of Cleveland County Water or any of its agencies or subdivisions. Further, all Bidders/Vendors must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder/Vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The Bidder/Vendor, without exception, shall indemnify and save harmless Cleveland County Water, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by Cleveland County Water. If the Bidder/Vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device or materials in any way involved in the work.
31. **RELEASE OF PATENTS AND COPYRIGHTS:** The Contractor will relinquish ownership and exclusive rights to Cleveland County Water for any patents and/or copyrights for any process, discovery, or invention which arise or is developed in the course of this contract.
32. **FACILITIES AND EQUIPMENT:** Cleveland County Water reserves the right to inspect the Bidder/Vendor's facilities or equipment at any time with reasonable prior notice.
33. **BANKRUPTCY:** If the Bidder/Vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Bidder/Vendor, or if a receiver is appointed for the Bidder/Vendor, Cleveland County Water shall have the right to terminate this contract upon written notice to the Bidder/Vendor without prejudice to any claim for damages or any other right of Cleveland County Water under this contract to the time of such termination.
34. **ASSIGNMENT:** This contract shall not be assigned by the Bidder/Vendor without written consent of Cleveland County Water.
35. **ACCESS TO RECORDS:** The Bidder/vendor agrees to provide upon request audit materials to an auditor designated by Cleveland County Water. In addition, the Bidder/Vendor will retain all records pertaining to this contract for a period of three (3) years after final payment and all other pending matters are closed.
36. **INSURANCE:** The Bidder/vendor shall provide the following insurance types and amounts and shall be furnished to Cleveland County Water showing Cleveland County Water as an additional insured thereunder without cost to Cleveland County Water prior to the awarding of the contract. This shall be accomplished by including a Certificate of Insurance with the Certificate Holder being: *Cleveland County Water, 715 Polkville Rd, Shelby, NC 28150.*
 - a. **General Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the Bidder/Vendor shall have, during the term of the contract, insurance in the minimum amount of one hundred thousand dollars (\$100,000.00) property damages, arising from a single occurrence, one million dollars (\$1,000,000.00) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000.00) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify Cleveland County Water, its departments, boards, commissions, agencies, institutions and all employees of

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with the Cleveland County Water Clerk of Cleveland County Water.

- b. **Automobile Liability:** The Bidder/Vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in Subparagraph a. of this section. In addition, the Bidder/Vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the Bidder/Vendor's business, Cleveland County Water Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify Cleveland County Water, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the Bidder/Vendor has in force and effect such insurance shall be maintained on file with Cleveland County Water Clerk of Cleveland County Water.
- c. **Worker's Compensation:** The Bidder/Vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of North Carolina to protect it and Cleveland County Water against liability under the workers' compensation and occupational disease statutes of the State of North Carolina. A current certificate showing that the Bidder/Vendor has in force and effect the aforesaid insurance of a current certificate showing exemption from the requirement shall be maintained on file with Cleveland County Water Clerk of Cleveland County Water.

37. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this contract. Bidder/Vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery. This includes without limitations: strikes, lockouts, inability to obtain material, lack of shipping space, breakdowns, delays of carriers or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof; unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the Bidder/Vendor prior to submission of the bid and Cleveland County Water Council's acceptance.

38. **LIQUIDATED DAMAGES:** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, then the Contractor does hereby agree, as a part of the consideration for the awarding of this contract to pay to Cleveland County Water the sum of \$500.00 per day, not as a penalty, but as compensation to Cleveland County Water for delays, damages, and additional expenses for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and Cleveland County Water because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Cleveland County Water would in such event sustain.

It is further agreed that time is of the essence to each and every portion of this contract and to the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, any additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this contract.

39. **BONDS:** Bidder's bonds and Performance bonds, if required, are set forth in the specifications attached hereto. If bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's bonds:** If required as a part of the specifications of this contract, bids filed with the Purchasing Agent must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount stated made payable to Cleveland County Water. This amount will be retained by Cleveland County Water as damages in the event the successful Bidder/Vendor fails to comply with the terms of this Agreement but shall in no way act as a remedy or limitation on damages available to Cleveland County Water, which may pursue any and all other remedies available either in equity or at law. All deposits and bonds will be returned to the unsuccessful Bidders/Vendors within a reasonable time

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

after the contract has been awarded, and to the successful Bidder/Vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.

- b. **Performance Bonds:** If a Performance Bond is required under the specifications of this agreement, the successful Bidder/Vendor must, prior to the award of the Contract, post the bond, certified check or cashier's check in the amount stated made payable to Cleveland County Water. The Bidder's Bond posted will be returned to the successful Bidder/Vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the Bidder/Vendor. The Performance Bond will be released or returned to the Bidder/Vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
40. **DISCRIMINATION:** Bidder/Vendor agrees, in connection with the performance of work under this contract, as follows:
 - a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation or affection, national origin, ancestry, or physical or mental impairment. The Bidder/Vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, sexual orientation or affection, national origin, ancestry or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder/Vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.
 - b. The Bidder/Vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the Bidder/Vendor's non-compliance with the above non-discrimination clause, this contract may be terminated by Cleveland County Water. The Bidder/Vendor may be declared by Cleveland County Water ineligible for further contracts with Cleveland County Water until satisfactory proof of intent to comply is made by the Bidder/Vendor.
41. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful Bidder/Vendor as a result of this bid. It shall be the Bidder/Vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid that will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the Bidder/Vendor.
42. **ANTI-KICKBACK PROVISIONS:** Contractor shall comply with the applicable regulations (herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so called "Anti-Kickback Act" of June 13, 1934) 48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.
43. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332).
 - a. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he has employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half time his basic rate of pay for all hours worked in excess of 40 hours in such work week.

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

- b. **Violation/Liability for Unpaid Wages Liquidated Damages:** In the event of any violation of the clause set forth in Paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States or other appropriate governing or regulatory body for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in Paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in Paragraph (1).
- c. **Withholding for Liquidated Damages:** The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in Paragraph (2) of this Section.
- d. **Subcontracts:** The contractor shall insert in any subcontracts the clauses set forth in Paragraphs (1), (2) and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts, which may be entered into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

44. MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS: NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE NUMBER 11246)

- a. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work is 10%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

- b. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is Cleveland County Water or counties shown on the cover sheet of the proposal form and contract.

45. ADVERTISING: In submitting a proposal, Bidder/Vendor agrees not to use the results therefrom as a part of any commercial advertising.

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

46 TERMINATION FOR CONVENIENCE OF CLEVELAND COUNTY WATER:

The performance of work and/or delivery of ordered materials, supplies, equipment and/or services under this contract may be terminated by Cleveland County Water, in whole or in part, whenever it is determined to be in the best interest of Cleveland County Water.

- a. Any such termination shall be effected by the delivery to the Bidder/Vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment and/or services are terminated, and the date upon which such termination becomes effective.
- b. After receipt of a notice of termination, the Bidder/Vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the Notice of Termination.

47 VENUE: This contract shall be governed by the laws of the State of North Carolina.

48 INTEGRATED AGREEMENT: This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This Agreement may not be modified except in writing signed by both parties.

49 DELIVERY OF NOTICES: Any notices required or permitted by this Agreement will be considered sufficient if hand delivered or sent by certified mail to the party entitled to receive the notice at the address of that party set forth above. If a notice is sent by certified mail, it shall be deemed to have been given on the second business day after it is deposited in the United States mail, whether actually received by the addressee on that date or not.

50 SEVERABILITY: If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

51 PARTIAL PAYMENTS: Partial payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the Engineer for the value of the work performed and materials complete in place in accordance with the Contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with this contract.

From the total of the amount determined to be payable on a partial payment, 5% of such total will be deducted and retained by the OWNER until the final payment is made. The balance 95% of the amount payable, less all previous payments, shall be certified for payment.

The Contractor shall not receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders, except when such excess quantities have been determined by the ENGINEER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the OWNER to the acceptance of any materials or work in place as to quality or quantity. CONTRACTOR shall submit partial payment request for work completed by the 25th of the month. OWNER will make payment to the Contractor on or about the 25th of the following month.

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

52 PAYMENT FOR MATERIALS ON HAND (IF APPLICABLE UNDER THE CONTRACT): Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract, plans, specifications, and are delivered to sites acceptable to the ENGINEER. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the ENGINEER at or on an approved site.
- b. The Contractor has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the OWNER legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the OWNER evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

The transfer of title and the OWNER's payment for such stored or stockpiled materials shall in no way relieve the Contractor of the responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this contract.

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HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

SPECIAL CONDITIONS

1. **COMPLIANCE WITH LAWS:** The bidder, at his own expense, shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and shall comply with any and all other standards or regulations required by federal, state and local statute, ordinance, executive order and rules during the performance of any contract between the bidder and Cleveland County Water. Any such requirement specifically set forth in any contract document between the bidder and Cleveland County Water shall be supplementary to this section and not in substitution thereof.
2. **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from Cleveland County Water. All construction and materials shall conform to Cleveland County Water Specifications.
3. **GUARANTEE:** Contractor shall provide a one (1) year comprehensive warranty for materials, workmanship and labor. Unless otherwise specified by Cleveland County Water the bidder shall unconditionally guarantee the materials and workmanship on all material, construction, and/or services to be free from defect at the time of delivery and acceptance (to be determined by usage) by Cleveland County Water. If any defects are present which are due to faulty material, workmanship and/or services, the bidder at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of Cleveland County Water. These repairs or replacements or adjustments shall be made only at such time as will be designated by Cleveland County Water as least detrimental to the operation of Cleveland County Water. Standard Manufacturer's warranties and other warranties normally offered by the bidder shall be in effect for all deliveries and shall be in addition to specific warranties or guarantees contained in this Bid. Statement of terms of standard warranty should be included with the bid.
4. **LICENSE:** All bidders must have proper license governing services provided.
5. **E-VERIFY COMPLIANCE:** Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the North Carolina General Statutes must comply with North Carolina Session Law 2013-418's E-Verify requirements to contract with local governments. E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. A completed E-Verify compliance statement is required to enter any contract with Cleveland County Water.

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HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

Federal Contract Requirements (FEMA-Mandated Clauses)

1. Remedies – 2 C.F.R. §200.326 & Appendix II(A)

If the Contractor fails to comply with the terms of this contract, Cleveland County Water may take any and all remedies available at law or in equity, including withholding payment, requiring corrective action, suspension of work, and termination for default.

2. Termination for Cause & Convenience – Appendix II(B)

Termination for Cause: Cleveland County Water may terminate for material breach upon written notice, paying only for satisfactorily completed work.

Termination for Convenience: Cleveland County Water may terminate when in its best interest; Contractor is paid reasonable costs incurred prior to termination.

3. Equal Employment Opportunity – 41 C.F.R. §60-1.4

The Contractor shall comply with EO 11246 and 41 C.F.R. §60-1.4. The clause must be included in all subcontracts.

4. Contract Work Hours & Safety Standards – 40 U.S.C. §3702

Contractor shall pay overtime at not less than 1.5 times the basic rate for hours worked over 40/week and is liable for liquidated damages of \$10/day per affected worker.

5. Clean Air Act & Clean Water Act – Appendix II(G)

Contractor shall comply with the Clean Air Act and Federal Water Pollution Control Act. Violations must be reported to FEMA and EPA.

6. Debarment & Suspension – 2 C.F.R. §200.214

Contractor certifies it is not suspended or debarred and will flow down this requirement to subcontractors.

7. Byrd Anti-Lobbying Amendment – 31 U.S.C. §1352

Contractor must certify no federal funds were used for lobbying and must submit Form SF-LLL if required.

8. Procurement of Recovered Materials – 2 C.F.R. §200.323

Contractor shall use EPA-designated recovered materials where feasible.

9. Domestic Preference (Build America, Buy America Act) – 2 C.F.R. §200.322

All iron, steel, manufactured products, and construction materials must be produced in the U.S. unless a FEMA waiver applies.

10. Access to Records – 2 C.F.R. §200.337

Contractor shall provide access to all records to Cleveland County Water, FEMA, DHS, and the Comptroller General. Records retained at least 3 years after grant closeout.

11. DHS Seal, Logo, and Endorsement

Contractor shall not use DHS or FEMA logos or imply federal endorsement.



HURRICANE HELENE REPAIRS **Invitation to Bid and Contract**

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

12. No Federal Government Obligation

The Federal Government is not a party to this contract and is not liable for its performance.

13. Contract Changes – 2 C.F.R. §200.318(l)

All changes require a prior written, signed contract modification.

14. Small & Minority Businesses – 2 C.F.R. §200.321

Contractor shall take affirmative steps to use minority, women-owned, and labor-surplus area firms.

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HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

SPECIFICATIONS/DESCRIPTION OF WORK TO BE PERFORMED

The bidder agrees that if this bid is accepted, to furnish all necessary management, supervision, equipment, tools, means of transportation, safety and labor necessary to complete the contract in full and in complete accordance with the specifications and instructions, to the full and entire satisfaction of Cleveland County Water and the manufacturer representative, at the prices and amounts shown.

Project Completion

Bidder agrees to complete work on this project prior to December 31, 2026.

SCOPE

This contract covers water line construction as follows.

Site 1 – Install approximately 553 LF of 4" Restrained Joint Ductile Iron Pipe along Whitaker Rd and Crossing Sandy Run Creek along with normal related appurtenances.

Site 2 – Install approximately 280 LF of 6" Restrained Joint Ductile Iron Pipe along Mooresboro Rd and Crossing West Fork Sandy Run Creek along with normal related appurtenances.

Site 3 – Install approximately 460 LF of 6" Restrained Joint Ductile Iron Pipe along Lattimore Rd and Crossing Sandy Run Creek along with normal related appurtenances.

Site 4 – Install approximately 383 LF of 6" Restrained Joint Ductile Iron Pipe along Washburn Rd and Crossing Brushy Creek along with normal related appurtenances.

Site 5 – Install approximately 332 LF of 12" Restrained Joint Ductile Iron Pipe along Charlie Elliott Rd and Crossing Brushy Creek along with normal related appurtenances.

Site 6 – Install approximately 404 LF of 6" Restrained Joint Ductile Iron Pipe along Hwy 226/Polkville Rd and Crossing Duncans Creek along with normal related appurtenances.

Site 7 – Install approximately 207 LF of 4" Restrained Joint Ductile Iron Pipe along Golden Valley Rd and Crossing Cox Creek along with normal related appurtenances.

Site 8 – Install approximately 162 LF of 4" Restrained Joint Ductile Iron Pipe along Rollingbrook Court along with normal related appurtenances.

The Details and Specifications are based Cleveland County Water Specifications for this project. TGS Engineers will provide periodic observation of the construction and provide Final Engineers Certification. Cleveland County Water must witness all pressure testing, installation of taps, water meter setters, creek test boxes and blow-offs.

SEE ATTACHED:

Two sets of plans (Hurricane Helene Damage 7 Sites -AND- Rollingbrook Ct); Project Special Provisions.

All materials and workmanship shall be to Cleveland County Water Specifications

HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

CLEVELAND COUNTY WATER BID FORM

Description: Hurricane Helene Repairs – 7 Creek Crossings (Plan Set 1)

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS		
2	CLEARING AND GRUBBING	1	LS		
3	UNCLASSIFIED EXCAVATION, BLASTING, ROCK REMOVAL	5	CY		
4	FOUNDATION CONDITIONING MATERIAL	50	TN		
5	FOUNDATION CONDITIONING GEOTEXTILE	100	SY		
6	4" WATER LINE (CL350 DIP)	760	LF		
7	4" GATE VALVE	4	EA		
8	4" BLOW OFF	6	EA		
9	CREEK TEST BOX	7	EA		
10	6" WATER LINE (CL350 DIP)	1,527	LF		
11	6" GATE VALVE	8	EA		
12	6" BLOW OFF	1	EA		
13	12" WATER LINE (CL350 DIP)	332	LF		
14	12" GATE VALVE	2	EA		
15	DUCTILE IRON WATER PIPE FITTINGS (CL350 DIP)	4,370	LB		
BID AMOUNT (7 Creek Crossings)					



HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

Description: Hurricane Helene Repairs - Rollingbrook Ct (Plan Set 2)

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS		
2	CLEARING AND GRUBBING	1	LS		
3	UNCLASSIFIED EXCAVATION, BLASTING, ROCK REMOVAL	1	CY		
4	FOUNDATION CONDITIONING MATERIAL	10	TN		
5	FOUNDATION CONDITIONING GEOTEXTILE	30	SY		
6	4" WATER LINE (CL350 DIP)	162	LF		
7	4" GATE VALVE	2	EA		
8	2" BLOW OFF	1	LS		
9	CREEK TEST BOX	1	EA		
10	DUCTILE IRON WATER PIPE FITTINGS (CL350 DIP)	490	LB		
BID AMOUNT (Rollingbrook Court)					

The cost of all work shown in the plans, but not shown in the list of bid items, shall be included and proportioned among the bid items listed above.

***** All work shall be performed to CLEVELAND COUNTY WATER Specifications. *****

TOTAL BID AMOUNT

Name of Bidder

Witness' Signature

Representative's Name, Position/Title

Witness' Name, Position/Title

Federal Identification Number



HURRICANE HELENE REPAIRS **Invitation to Bid and Contract**

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

Contractor's License Number (if available)

BID FORM & GENERAL CONTRACT

The undersigned, as bidder, hereby declares that the only person(s) interested in the proposal as principal(s) is, are, named herein, and that no other person has any interest in this proposal, or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid proposal, and that it is in all respects, fair and in good faith, without collusion or fraud.

The bidder further declares that he has informed himself fully about all conditions regarding this bid, that the **BIDDER HAS EXAMINED DESCRIPTION OF WORK, SPECIFICATIONS AND ALL RELATED DOCUMENTS** for the above-mentioned Project and that he has satisfied himself about performance required by this bid.

The Bidder warrants that bid prices, terms and conditions quoted in the bid will be firm for a period of sixty (60) days from opening date or other time as specified in this request.

By submitting this bid, Contractor agrees to coordinate his schedule with the Cleveland County Water forces working on this project to the fullest extent possible.

Cleveland County Water reserves the right to deduct items as deemed in the best interest of Cleveland County Water. The Bidder agrees to commence work under his contract on a date to be specified in a written order.

BONDING

- A. BID BOND:** Required in the amount of 5% of the stated Bid amount.
- B. PERFORMANCE BOND:** Required in the full amount of the stated Bid amount.
- C. PAYMENT BOND:** Required in the full amount of the stated Bid amount.

Cleveland County Water reserves the right to reject any and all bids; and reject any bid items that fail to meet the needs of Cleveland County Water.

Contractor(s) shall submit a certified Sales Tax Report along with each request for payment.

Bidders should have no contact with elected or appointed officials regarding this bid during the bid process. Any such contact will subject the bidder to immediate disqualification.

The following bid amount includes all specifications and addendums.

Acknowledge Addendums #_____

Date _____



HURRICANE HELENE REPAIRS

Invitation to Bid and Contract

Project Title:

WATER LINE CONSTRUCTION - SEVEN CREEK CROSSINGS AND ROLLINGBROOK COURT

Acceptance and entry into this Agreement by and on behalf of Cleveland County Water is made this

_____ day of _____, 2026.

Cleveland County Water,

(SEAL)

Brad Cornwell, General Manager

Attest:

Ginger Fern, Finance Director