RFB FOR REBID DETENTION CENTER PLUMBING REPAIRS

Date: November 19, 2026

To: Prospective Bidders

From: Trischa Quinlan, Contracts & Purchasing Agent, County of Currituck

Subject: Addendum No. 1 to RFB for Rebid Detention Center Plumbing Repairs

This Addendum forms a part of the Contract Documents and modifies the Bidding documents dated November 5, 2026, with amendments and additions noted below. This Addendum must be acknowledged on the Bid Form. Failure to acknowledge receipt of Addendum No. 1 may result in your submission being declared non-responsive.

Bidder Questions:

1. Given the number of subcontractors involved in certain portions of the work and the phased nature of the project, would the County consider extending the project duration from 90 days to 150 days?

   Answer: *The agreement has been modified to 150 days. The updated agreement is attached as Attachment A.*

2. If hazardous materials are encountered during construction, will abatement/remediation be handled by the Owner, addressed through a contract change, or should the contractor include an allowance for this work in their bid?

   Answer: *This will be handled by the Owner if it occurs.*

3. Where walls and ceilings must be opened and patched to accommodate plumbing repairs, will the contractor be required to paint the entire affected surface (corner to corner), or will painting only the repaired areas be acceptable?

   Answer: *Only repaired areas will need to be painted. Owner suspects this should be minimal.*

Attachment A

4. Can you provide additional details regarding the existing ceiling materials and construction? Specifically, will any additional reinforcement or supporting materials be required beneath the ceiling?

   Answer: *There is no ceiling work in the scope of work.*

5. Given the condition of some of the existing blocking and the uncertainty surrounding the extent of necessary repairs, would the County consider carrying the masonry work as an allowance?

   Answer: *The allowance on the bid form has been updated to a Contingency Allowance to cover all unexpected items. See Attachment B.*

6. Can you provide the pipe sizes and/or a riser diagram for the new rain leader piping?

   Answer: *This work is not included in the scope for this project.*

7. It was mentioned during the site visit that repairs should match the existing piping materials. Would transitioning from cast iron to PVC be acceptable where necessary to complete repairs and tie-ins?

   Answer: *Yes, this is acceptable.*

8. Can you confirm whether any of the ceiling spaces within the areas included in the scope of work currently serve as HVAC return air plenums?

   Answer: *There is no ceiling work in the scope of work.*

9. Can you provide a concrete patching detail for areas disturbed by the plumbing work? Specifically, will doweling into the existing concrete be required?

   Answer: *There is no concrete work in the scope of work.*

10. May a prime bidder satisfy the Chapter 87 licensing requirement through a North Carolina licensed plumbing subcontractor who performs all of the work, or must the bidding firm hold the license itself? If the firm must hold it, is a general contractor license required, a plumbing license, or both?

    Answer: *Bidding firm should hold a Building or Unclassified GC license and utilize a icensed plumbing subcontractor;*

    o

    Bidding firm should be a licensed plumbing contractor.

Attachment A

11. How many cell fixtures and showers are included in the scope, by type?

Answer: *41 toilet/sink combos and 12 showers*

12. Can bidders schedule a site visit before the bid date, and who should we contact to arrange it?

Answer: *Bidders may schedule a visit to the site for observation by emailing Leighton Earwood at Leighton.Earwood@CurrituckCountyNC.gov. Please note that no additional information about the project can be disclosed during this visit. This is for exclusively viewing and photographing the site. Any questions that arise will need to be sent to Bids@CurrituckCountyNC.gov.*

13. Will the County accept progress payment requests as each of the four phases is completed, or only a single request at the end?

Answer: *Progress payments will be made, retainage is withheld.*

14. The Instructions to Bidders describe the scope as replacing the internal parts of the fixtures, replacing the piping from each unit to the chase, repairing leaking pipes found in the chase, and replacing the internal parts in the showers. The Demolition Piping Note on sheet PD101 says the contractor shall remove all sanitary waste, vent, rain leader, domestic cold water, hot water and hot water return piping in the building, and sheets P101 and P201 show new piping throughout, including connections below grade. Which governs for the base bid? Is full replacement of the building piping included, or only the fixture and chase work described in the Instructions?

Answer: *Only the fixtures and chase work described in the scope are to be considered.*

15. Please confirm the fixture counts included in the base bid: P-1 water closet/lavatory combination units, P-2 ADA water closets, showers, lavatories, water closets and drinking fountains.

Answer: *41 toilet/sink combos and 12 showers*

16. Are model numbers available for the existing Acorn combination units and shower valves?

Answer: *ECW-1846-C-ON-MOD, 3.5 GPF*

17. How will the $20,000 Leaking Pipes Allowance be administered: time and materials, unit prices, or negotiated per occurrence?

Answer: *Time and materials at Owner's discretion*

18. The bid form asks for an N.C. General Contractor License number. Is a North Carolina plumbing contractor license sufficient for this project, or is a general contractor license also required?

    Answer: *Bidding firm should hold a Building or Unclassified GC license and utilize a licensed plumbing subcontractor.*

    OR

    Bidding firm should be a licensed plumbing contractor
    The bid form has been updated to reflect this.

19. Is a performance or payment bond required for this contract?

    Answer: *No*

20. May bidders schedule a site visit before the bid date, and who should we contact?

    Answer: *Bidders may schedule a visit to the site for observation by emailing Leighton Earwood at Leighton.Earwood@CurrituckCountyNC.gov. Please note that no additional information about the project can be disclosed during this visit. This is for exclusively viewing and photographing the site. Any questions that arise will need to be sent to Bids@CurrituckCountyNC.gov.*

21. What are the requirements for workers inside the facility: background checks, escorts, working hours, tool control?

    Answer: *Escorts will be required. Working hours will be coordinated with the Detention Center based on population. Tool control will be required.*

22. Will cells be vacated in groups so the work can be phased? If so, how many cells will be available at one time?

    Answer: *Yes, but it also depends on how many inmates at a time are in custody, everything will have to be coordinated with the Detention Center.*

23. Does the 90-day completion period begin at the written notice to proceed?

    Answer: *The agreement has been modified to 150 days after the Notice to Proceed. The updated agreement is attached as Attachment A.*

24. How many bids were received in the first round, and is the reason for the rebid something bidders should account for?

Answer: *One over budget bid was received. The rebid has a modified scope of work.*

25. Is a budget or engineer's estimate available?

Answer: *No*

26. How will payment be made: monthly progress payments, and is retainage withheld?

Answer: *Progress payments, retainage is withheld.*

27. Is a county permit required, and is the fee waived?

Answer: *Permits are required, but fees are waived for County projects.*

Attachment A

NORTH CAROLINA
CURRITUCK COUNTY

CONTRACT FOR DETENTION CENTER PLUMBING REPAIRS

This Contract is made this ___ day of _____ 20 . by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Owner") and _____ , a North Carolina *corporation/limited liability company* existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

WHEREAS, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina, Currituck County, North Carolina Purchasing and Contracting Policy, and the County requested bids for DETENTION CENTER PLUMBING REPAIRS; and

WHEREAS, Contractor submitted the lowest responsive, responsible bid consistent with the Owner's needs; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, including the General Terms and Conditions, (2) Request for Informal Bids for **REBID DETENTION CENTER PLUMBING REPAIRS** dated November 5, 2026, (2) Contractor's Bid Form dated _____, and (3) Plans and Specifications. [Add Addendum as needed]. This procurement is governed by Chapter 143, Article 8 of the General Statutes of North Carolina, Currituck County, North Carolina Purchasing and Contracting Policy, and. All terms and conditions of statutes, policies and procedures are hereby adopted and incorporated by reference herein.

2. **Contract Term.** The contract shall be for a period of One hundred fifty (150) consecutive days from the issuance of the Notice to Proceed.

3. **Contract Cost.** The contract shall be for a bid amount of _____($0.00).

4. **Changes to Contract.** This contract and its references constitute the entire contract and understanding between the parties with respect to the matters contained herein. The contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or

written, relating to the subject matter hereof. This contract may be modified, amended, or extended only by a written instrument executed by both parties.

5. **Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed within 150 days of the Notice to Proceed. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 per day for each workday that expires after the 90-calendar day completion period.

6. **Termination.** This contract may be terminated by either party at any time upon seven (7) days written notice to the other party. Upon the termination of this contract, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.

7. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:

Rebecca L. Gay, County Manager
153 Courthouse Road, Suite 204
Currituck, NC 27929

Notice to Contractor shall be made to:

_____

_____

_____

8. General Terms and Conditions. During the term of this contract, Contractor agrees to procure and maintain insurance which meets all Owner's requirements in the General Terms and Conditions.

9. Counterparts. This contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

10. Severability. If any provision of this contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

11. Indemnity. The Contractor agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Contractor to indemnify the Owner to the fullest extent permitted under North Carolina law.

The Owner agrees to indemnify and hold harmless the Contractor from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Owner except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Owner to indemnify the Contractor to the fullest extent permitted under North Carolina law.

12. Miscellaneous. This contract shall be governed by the laws of the State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Currituck County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this contract. This contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this contract is determined to be unenforceable, then the remaining provisions of this contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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Attachment A

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Attest:

_____
Leeann Walton
Clerk to the Board

County of Currituck

_____
Rebecca L. Gay
County Manager

[COUNTY SEAL]

Attest:

_____

[Contractor]

By: _____

Print Name and Title:

_____

[CORPORATE SEAL]

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.

_____
Caron Crouse
Finance Officer

Attachment B

BID FORM

BID FOR REBID DETENTION CENTER PLUMBIMG REPAIRS

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

The Bidder further declares that Bidder has examined the site of the work and the Contract Documents relative prior to the opening of bids and that the Bidder has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees if this bid is accepted to contract with the Owner, in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction for which a bid is shown, in full accordance with the plans, specifications and Contract Documents, to the full and entire satisfaction of Currituck County with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum as set forth hereinafter.

The Bidder shall submit a base bid – lump sum for all work required by the Contract Documents.

The lump sum price shall include labor, materials, overhead, tools, equipment, transportation, profit, insurance, taxes, site repair, clean-up and all other incidentals to cover the finished work.

The bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order by the Owner and shall fully complete all work thereunder within the time specified in the Contract. Applicable liquidated damages amount is as stated in the Contract.

Acknowledgment of Addenda:

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____
Addendum No. 4 _____ Addendum No. 5 _____ Addendum No. 6 _____

Attachment B

Bidder agrees to complete the Work in accordance with the Contract Documents for the following amount:

Base Bid- Lump Sum:

Lump Sum Bid: $ _____

_____

Written out in words.

Owner's Contingency Allowance- $50,000.00

Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

TOTAL BASE BID AMOUNT (Sum of Base Bid and Contingency Allowance)

$ _____

_____

Written out in words.

Respectfully submitted this the_____ day of _____ 20____by:

_____

Name of Business

_____

Signature of Authorized Representative/Title

_____

Print Name

_____

Address

_____

Email Address of Representative

_____ or _____

N.C. General Contractor License No. Plumbing Class I (P-I) License No.