Esse Architects
632 Pershing Road | Raleigh NC 27608

Addendum No. 4

Wake County Mini City EMS

Esse Architects Project #2506 | Owner ID: RFB #26-075

Addendum No. 4

September 22, 2026

TO: ALL PRIME BIDDERS OF RECORD

This Addendum forms a part of the Contract Documents and modifies the original Project Manual and Construction Documents dated August 17, 2026, Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. This Addendum form consists of **one (1) page and fifteen (15) 8.5"X11" attachments as described in this form. All documents are distributed digitally.**

Bids are due on **September 24, 2026, by 2:00 PM** to the Purchasing Department, Suite 2900, Wake County Justice Center, 300 South Salisbury Street (or 301 South McDowell Street), Raleigh, NC 27601. All bids will be opened and read aloud.

SPECIFICATIONS

Item No. Description

1. Specification Section 00 3000 FORMAL BID PROPOSAL FORM – Make the following revisions:
   a. Use the attached revised specification.

2. Specification Section 00 5000 CONSTRUCTION AGREEMENT – Make the following revisions:
   a. Use the attached revised specification.

CLARIFICATIONS

Item No. Description

1. The following is a clarification to the Clarification Item No. 6 from Addendum No. 3:

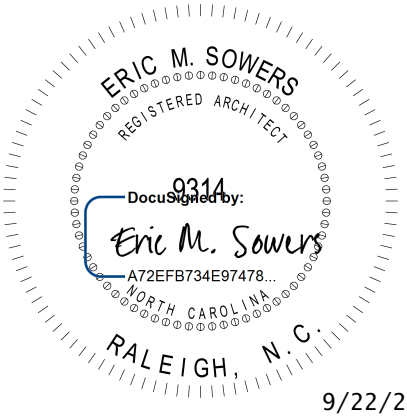
   Are there any attic stock/spare parts required for the solar PV system on this project?

   Response: Three modules and three optimizers.

ATTACHMENTS

1. 00 3000 FORMAL BID PROPOSAL FORM
2. 00 5000 CONSTRUCTION AGREEMENT

END OF ADDENDUM NUMBER FOUR



9/22/2026

Wake County Mini City EMS
RFB 26-075

BID PROPOSAL FORM

(USE THIS FORM ONLY. Bids submitted on anything other than the form(s) provided may be considered non-responsive and subject to rejection)

SINGLE PRIME GENERAL CONSTRUCTION WORK
FORMAL CONTRACT

BIDDERS NAME

_____ License Number: _____

BASE BID PROPOSAL

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no other person than herein mentioned 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 or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and the Contract Documents relative thereto, including addenda, if any, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this Proposal is accepted to contract with the County of Wake with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents, for the sum of:

Base Bid _____
_____ Dollars ($_____).

SUBCONTRACTOR LISTING

PLUMBING CONTRACTOR

Name: _____ License Number: _____

$_____

HVAC CONTRACTOR

Name: _____ License Number: _____

$_____

ELECTRICAL CONTRACTOR

Name: _____ License Number: _____

$_____

FIRE ALARM CONTRACTOR

Name: _____ License Number: _____

$_____

FIRE SUPPRESSION CONTRACTOR

Name: _____ License Number: _____

$_____

ALTERNATES

Should any of the alternates as described in the specifications be accepted, the amount written below shall be the amount to "add to" of "deduct from" the Base Bid. If to be "deducted from" Base Bid, put minus sign (-) in parentheses at head of alternate and plus sign (+) in parentheses if to be added. Refer to Section _____ for description of alternates.

ALTERNATES:
Should any of the alternates as described in the Contract Documents be accepted, the amount below shall be the amount to be "added to" or "deducted from" the base bid.

Alternate E-1: Provide Photovoltaic (PV) System.

_____ Dollars($)

PREFERRED ALTERNATES:

Preferred Brand Alternate No. E-1A: Provide the Owner preferred alternate for all solar photovoltaic equipment and start up services, including but not limited to: solar photovoltaic panels, power optimizers, combiners, and inverters with SolarEdge Technologies, Inc. being the Owner's preferred manufacturer.

_____ Dollars($)

UNIT PRICES

Unit prices are complete for labor, equipment, material, overhead and profit. Base bid includes the stipulated allowance quantity of each item. Unused amount will be credited to the Owner by change order at the end of the project.

Description	Unit Price	Unit Measure	Allowance Units
Unit Price 1: Wall and Ceiling Exit Signs		Each	0
Unit Price 2: Fire Alarm Speaker/Strobe		Each	0
Unit Price 3: Duplex/Quad Receptacle		Each	0
Unit Price 4: Sprinkler Head		Each	0
Unit Price 5: Data Drop		Each	0
Unit Price 6: Removal & Disposal of Unsuitable Soils		CY	1,500
Unit Price 7: Replace Removed Soil with Compacted Soil		CY	1,500
Unit Price 8: Replace Removed Soil with No. 57 Stone		CY	1,500
Unit Price 9: Remove Unsuitable Soils (trenching)		CY	50
Unit Price 10: Replacement of Unsuitable Soils (trenching) with #57 stone		CY	50

ALLOWANCES

Allowances indicated herein below shall be included in the Base Bid. See Section 01 2100 "Allowances."

A. Allowance No. 1 – Include the sum of $80,000 for security.
B. Allowance No. 2 – Include the sum of $30,000 for Voice/Data.
C. Allowance No. 3 – Unit Price 6: Removal and offsite disposal of 1,500 CY of unsuitable soils.
D. Allowance No. 4 – Unit Price 7: Replacement of 1,500 CY of removed unsuitable soils with compacted suitable soils in-place.
E. Allowance No. 5 - Unit Price 8: Replacement of 1,500 CY of removed unsuitable soils with No. 57 stone.
F. Allowance No. 6 - Unit Price 9: Removal and disposal off-site of 50 CY of unsuitable soils.
G. Allowance No. 7 - Unit Price 10: Replacement of 50 CY of removed unsuitable soils (trenching) with No. 57 stone.
H. Allowance No. 8 - Include the sum of $30,000 for Duke Energy power distribution.
I. Allowance No. 9 - Include the sum of $40,000.00 for Bi-Directional Amplifier (BDA).
J. Allowance No. 10 - Include the sum of $45,000.00 for landscaping.
K. Allowance No. 11 – Include the sum of $25,000.00 for signage.
L. Allowance No. 12 - Include the sum of $30,000.00 for City of Raleigh permit or tap fees.
M. Allowance No. 13 - Include the sum of $20,000.00 for Cellular Amplification.

CERTIFICATION OF PROPOSER:

The Bidder further proposes and agrees hereby to commence work under his Contract on a date to be specified in a written order of Wake County and shall fully complete all work thereunder within the number of consecutive calendar days stipulated in the Supplementary General Conditions. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

The undersigned acknowledges receipt of the following addenda issued during the time of bidding and includes the changes therein in this Proposal:

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____

Addendum Number _____, Dated _____ (Addendum 4)

The undersigned agrees that this Proposal will not be withdrawn for a period of sixty (60) days.

The undersigned agrees to comply with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.

The undersigned agrees not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-

belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

The undersigned further agrees that in the case of failure on his part to execute the said Contract and the Bond within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the check, cash or Bid Bond accompanying this Bid shall be paid into the funds of Owner's Account set aside for this Project, as liquidated damages for such failure; otherwise the check, cash or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Respectfully submitted this __ day of _____, 20__

PROPOSER SIGNATURE PAGE

_____
(Name of Firm or Corporation making Bid)

By: _____

WITNESS:

_____
(Proprietorship or Partnership)

Title: _____
(Owner, Partner, or Corporation President or Vice President only)



Address: _____
_____
_____

Affix Corporate Seal Above

License Number: _____

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary only)

CONSTRUCTION AGREEMENT

FOR

Wake County Mini City EMS

THIS AGREEMENT, made as of the ___ day of _____, 20__, by and between _____, a corporation, hereinafter called the Contractor, and Wake County, a body corporate and politic and a political subdivision of the State of North Carolina, hereinafter called the Owner.

W I T N E S S E T H:

That the Contractor and the Owner, for the consideration herein named, agree as follows:

1. SCOPE OF WORK - The Contractor shall furnish and deliver all of the materials, and perform all of the work required by this Agreement and the following enumerated documents, which are attached hereto and made a part hereof as if fully contained herein: General Conditions, Supplemental Conditions, Contract Construction Schedule, Specifications, Drawings entitled "Wake County Mini City EMS" which Drawings are listed in the Specifications, Performance Bond, Labor and Material Payment Bond, Insurance Certificates, and the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ (Addendum 4)

All of the documents listed, referenced or described in this paragraph, together with Modifications made or issued in accordance herewith are the Contract Documents, and the work, labor, materials and completed construction required by the Contract Documents and all parts thereof is the Work. The Contractor shall perform the Work in the time, manner and form required by the Contract Documents. The Contract Documents constitute the entire agreement between Owner and Contractor.

2. The Contractor agrees to commence work not later than three (3) days after the commencement date specified in the Notice to Proceed. The Contractor agrees to complete fully all Work hereunder on the dates specified in the Contract Documents, as may be adjusted in accordance with the terms thereof. Time is of the essence with respect to all dates specified in the Contract Documents as Completion Dates. Liquidated damages for failure(s) to complete in accordance

with the provisions of this paragraph shall be computed and assessed against the Contractor in accordance with the Contract Documents.

3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, and the Contractor hereby agrees to perform all of the Work, for the sum of _____ Dollars ($_____) in the lawful money of the United States, subject to adjustments as provided for in the Contract Documents. Payment of the Contract Price shall be in accordance with Articles 20 and 21 of the General Conditions.

4. It is further mutually agreed between the parties hereto that if at any time after the execution of this Agreement and the Performance Bond and Labor and Material Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such Bonds to be unsatisfactory, or if, for any reason, such Bonds or either of them cease to be adequate to cover the performance of and payment for the Work, the Contractor shall, at its expense, within five (5) days after notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of or payment for the Work shall be furnished in a manner and form satisfactory to the Owner.

5. Terms used in this Agreement which are defined in the Contract Documents shall have the meanings designated in those Contract Documents.

6. The Contractor agrees to indemnify and hold harmless the Owner against liability for damages arising out of bodily injury including death, or property damage, to any person or persons only to the extent that the fault of the Contractor or its derivative parties is a proximate cause of the loss, damage, or expense to be indemnified. This obligation to indemnify includes the obligation to pay any attorney's fees, litigation expenses, or court costs actually incurred by Owner to the extent that the fault of the Contractor or its derivative parties is a proximate cause of the fees, expenses, or cost to be indemnified. It is the intent of this provision to require the Contractor to indemnify the Owner to the fullest extent permitted by North Carolina law. The language and definitions in this section shall be construed consistent with N.C.G.S. 22B-1 et seq. as it may be amended. The indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7. The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Wake County, North Carolina, or the United States District Court sitting in Wake County, North Carolina, and it is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions.

8. To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contractor(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with N.C.G.S. Chapter 64, Article 2 (N.C.G.S. 64-26(a)) relating to the E-Verify requirements.

9. By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to NCGS 147 Article 6E, Iran Divestment Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than $1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

10. If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

11. In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Ordinance SL 2017-4. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and date first above written in a number of counterparts, each of which shall, without proof or accounting for other counterparts, be deemed an original contract.

_____
Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(President)

ATTEST: (CORPORATION)

By: _____

Title: _____
(Corporate Secretary)

(CORPORATE SEAL)

WITNESS:

_____
(Proprietorship or Partnership)

WAKE COUNTY
P. O. Box 550
Raleigh, N.C. 27602

By: _____
County Manager or Designee

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

_____
Wake County Finance Officer

This instrument has been reviewed by Wake County Facilities, Design & Construction

_____
David Rutherford
Interim Director, Facilities Design & Construction

The person responsible for monitoring the contract performance requirements is

Kelsey Graff. _____ Department Head Initials

PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____
(Contractor) _____
_____

Name of Surety: _____

Name of Contracting Body: County of Wake
P.O. Box 550
Raleigh, N.C. 27602

Amount of Bond: _____
Dollars ($_____)

Project: _____
_____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named owner, hereinafter called "Owner", in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Owner identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the Work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

PAYMENT BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

By: _____

Title: _____
(Corporation President or
Vice President Only)

ATTEST: (Corporation)

_____
(Corporation Secretary or Assistant
Secretary Only) (CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

_____ Title: _____
(Attorney in Fact)

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

_____

_____
(N.C. Licensed Resident Agent)

_____
_____
_____
Name and Address-Surety Agency

_____
_____
_____
Surety Company Name and N.C.
Regional or Branch Office Address

PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal: _____
(Contractor) _____
_____

Name of Surety: _____

Name of Contracting Body: County of Wake
P.O. Box 550
Raleigh, N.C. 27602

Amount of Bond: _____
Dollars ($_____)

Project: _____
_____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its countersigned representative, pursuant to authority of its governing body.

PERFORMANCE BOND

Executed in Four (4) Counterparts.

CONTRACTOR:

By: _____

Title: _____
(Corporation President or
Vice President Only)

ATTEST: (Corporation)

_____
(Corporation Secretary or Assistant
Secretary Only) (CORPORATE SEAL)

SURETY COMPANY:

WITNESS: By: _____

_____ Title: _____
(Attorney in Fact)

(SURETY CORPORATE SEAL)

COUNTERSIGNED:

_____

_____
(N.C. Licensed Resident Agent)

_____
_____
_____
Name and Address-Surety Agency

_____
_____
_____
Surety Company Name and N.C.
Regional or Branch Office Address