



ADDENDUM No. 3

Date: July 13, 2023

Project: Princeville Levee Floodgate Repairs Project

To: All Bidders

The following item(s) may modify, add to, or subtract from the contract documents, plans, specifications, and previous addenda, if any, for the Princeville Levee Floodgate Repairs Project. This addendum is issued prior to the receipt of bids and does hereby become a part of the specifications and plans and supersedes original specifications and plans in case of conflict. Each contractor shall be responsible for issuing information contained herein to subcontractors.

Acknowledge receipt of this addendum by inserting its number and date on specified page of the bid documents. Failure to do so may subject the bidder to disqualification.





BID DATE CHANGE

The bid date has been changed from Friday, July 14, 2023, at 11:00 a.m., to **Friday, July 28, 2023, at 11:00 a.m.**, local time. Revised Advertisement for Bids and Instructions to Bidders is attached.



ADVERTISEMENT FOR BIDS – CDBG-DR PROJECT

Town of Princeville

Princeville Levee Floodgate Repairs

Grant No. CRI-065-0001

Separate sealed bids for the Town of Princeville Levee Floodgate Repairs project will be received at the Princeville Town Hall, 201 S. Main St, PO Box 1527, Princeville, NC 27886, until **Friday, July 28, 2023, at 11:00 am local time**, and then publicly opened and read aloud. The bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered.

The project includes the construction of access roads and channel improvements for the existing Princeville Levee.

The Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and other contract documents may be examined and purchased at the following:

Accent Imaging, Raleigh, NC online plan room at www.planscope.com. A PDF copy of the contract documents will be available via email from Sungate Design Group, PA. Please contact Randal Howard, PE, PLS at rhoward@sungatedesign.com to request a PDF copy.

An **Optional** virtual Pre-Bid Conference will be held via Microsoft Teams **on Friday, June 9th, 2023, at 10:00 am**. [Click here to join the meeting](#) (Meeting ID: 239 656 639 57, Password: YNdpzM). Pre-Bid Conference attendance is encouraged. Minutes will be issued via addendum.

All project related questions are to be submitted in writing to the Randal Howard, PE, PLS at rhoward@sungatedesign.com at least (7) days prior to bid opening.

This project is being funded in whole or in part by the North Carolina Office of Recovery and Resiliency (NCORR) with Hurricane Matthew Community Development Block Grant – Disaster Recovery (CDBG-DR) Program funds. All federal CDBG requirements will apply to the contract: Bidders on this work will be required to comply with Section 109 and E.O. 11246 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, Davis Bacon Act, Anti-Kickback Act, and Contract Work Hours and Safety Standards Act. The Town is committed to and supportive of efforts to effectively maintain and/or increase the use of Small and Minority/Women-Owned Business and Historically Underutilized Businesses (HUB) contract participation for Construction Projects, services (including professional and consulting services) and commodities purchases, **AND** increase contract participation to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968 (24 C.F.R Part 135).

No bidder may withdraw his/hers bid within **(45)** days after the actual date of the opening thereof.

The Town reserves the right to waive any informalities or to reject any or all bids.

This municipality is an **Equal Opportunity Employer**

Date: Jul 13, 2023

Authorized Representative: Town of Princeville Town Of Princeville
Town of Princeville Town Of Princeville (Jul 13, 2023 11:46 EDT)



INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The **Town of Princeville** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of **Dr. Glenda Knight, Town Manager, 201 South Main Street, PO Box 1527, Princeville, NC 27886, until 11:00 a.m. local time, on Friday, July 28th, 2023**, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to **Dr. Glenda Knight, Town Manager**, and designated as a bid for **Princeville Levee Floodgate Repairs Project**.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within **45** days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by Bid Bond in the amount of 5% of the bid, Non-Collusive Bid Certification, Certification by Bidder Regarding Equal Employment Opportunity, Form HUD-950.1, and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

3. Subcontracts:

The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and
- b. Must submit Form HUD-950.2 and Certification by Proposed Subcontractor Regarding Equal Employment Opportunity. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Method of Bidding:

The Owner invites the following bid(s): **Lump Sum**

- ### 5. Qualifications of Bidder:
- The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security:

Each bid must be accompanied by a bid bond payable to the Owner for five (5%) percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of abid bond.

7. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within **10** days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **150** consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

10. Addenda and Interpretations:

No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Randal Howard, Sungate Design Group, PA, at rhoward@sungatedesign.com and to be given consideration must be received at least **(7) seven days** prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.

11. Performance Bond:

The successful Bidder, upon award of Contract, shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price.

12. Payment Bond:

The successful Bidder, upon award of Contract, shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.

13. Power of Attorney:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. CDBG Supplementary General Conditions, including but not limited to, Davis-Bacon Act, Copeland "Anti-Kickback" Act, and Contract Work Hours and Safety Standards Act.
- b. Federal Labor Standards – HUD 4010
- c. Wage Decisions and 10-day Wage Verification
- d. Section 3 Utilization Plan
- e. MWBE Utilization Plan

15. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder:

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Proposal, as produces a net amount which is within the available funds.

17. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.

18. Substitutions:

Material substitutions will not be considered during the bidding process.

19. System for Award Management (SAM):

Contractor is required to be registered in the System for Award Management (SAM) at www.sam.gov prior to Award of Contract.

20. Time Limit for Award of Contract:

The Contract shall be awarded, or all bid proposals rejected, within **60** days of the bid opening.

21. Assignments:

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

22. M/WBE and Section 3 Goals

Special attention should be given to the M/WBE and Section 3 goals outlines in the Advertisement for Bids and Section 7, Executive Order 11246 Clause, of the Supplementary General Conditions CDBG Compliance Requirements.

End of Addendum No. 3








Princeville Levee Floodgate Repairs Project - Addendum No 3 - Bid Extension

Final Audit Report

2023-07-13

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