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ALPHA & OMEGA GROUP
CIVIL | STRUCTURAL | WATER RESOURCES

April 11, 2024

ADDENDUM NO. 2

**RE: Historic Yates Mill Park and Crowder Park Boardwalk/Observation Deck Repairs
Engineer's Project No.: 2023.079**

Bid Opening Date: April 18, 2024

To Whom It May Concern:

This Addendum shall become a part of the Project Manual for the above referenced project and shall be securely attached to the front cover of the project manual.

Each bidder shall be responsible for notifying his subcontractors and/or vendors of the contents of the Addendum.

Revised or newly issued bulletin drawings (if any) contained in this Addendum shall supersede and take precedence over any conflicting information in the original drawings. Modified or newly issued sheets for the Project Manual contained in this Addendum shall supersede and take precedence over any conflicting information in the original Project Manual.

Identify all addendums on the bid proposal form. Bids not identifying addendum receipt will not be accepted for consideration.

The following changes are made to the Contract Specifications: (See attachments)

SECTION 004000 – Bid Proposal Form.

The "Certification of Proposer" section has been revised as follows:

The Bidder further proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of Wake County and shall fully complete all work there under within 55 consecutive calendar days from and including said date. Applicable liquidated damages shall be as stated in Supplementary General Conditions.

SECTION 008000 – Supplementary General Conditions.

Paragraph 1.13: At the end of the existing paragraph, add the following:

The Contract Time for construction is a cumulative sum up to 55 calendar days, beginning on the Date of Commencement as specified in the written Notice-to-Proceed. A separate Notice-to-Proceed will be issued prior to on-site activities for the preparation of any shop drawings, ordering of materials, etc. The time frame between the initial Notice-to-Proceed and the on-site Notice-to-Proceed will be agreed upon by all parties. This is to minimize impact to the park facility. Due to the periodic use of the facility, construction activities will be required to be coordinated with park staff for access to the facility during the construction period.

Allowable completion time for each park is as follows: Crowder Park work shall be completed within 45 consecutive calendar days; Yates Mills work shall be completed within 10 consecutive calendar days.

This concludes Addendum No. 2

**HISTORIC YATES MILL PARK and CROWDER PARK
BOARDWALK / OBSERVATION DECK REPAIRS**

BID PROPOSAL FORM

SINGLE PRIME CONSTRUCTION WORK
INFORMAL 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 (include allowance amount) _____
_____ Dollars (\$ _____).

ALTERNATES

Should any of the alternates described in the specifications be accepted, the amount written below shall be the amount to "add to" or "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 012300 for description of alternates.

Alternate No. 1 Additional Boardwalk Framing _____ Dollars (\$ _____)

Alternate No. 2 _____ Dollars (\$ _____)

Alternate No. 3 _____ Dollars (\$ _____)

UNIT PRICES

Unit prices are complete for labor, equipment, material, overhead and profit.

Description	Unit Price	Unit Measure	Allowance Units
4x4 Post Repair – Crowder Boardwalk		Each	1

CERTIFICATION OF PROPOSER

The Bidder further proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of Wake County and shall fully complete all work there under within 55 consecutive calendar days from and including said date. 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 _____

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: _____

License Number: _____

Affix Corporate Seal Above

ATTEST:

By: _____

Title: _____
(Corporation Secretary or Assistant Secretary Only)

Paragraph 1.29: Add the following:

“The Project is titled “Historic Yates Mill Park and Crowder Park Boardwalk/Observation Deck Repairs”. All required papers shall be delivered to the Project Manager listed above unless otherwise directed in writing to the Contractor.”

ARTICLE 3 - FAMILIARITY WITH WORK, CONDITIONS AND LAWS

Paragraph 3.3: At the end of the existing paragraph, add the following paragraph:

“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 Article 2 of Chapter 64, (NCGS64-26(a)) relating to the E-Verify requirements.”

“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.”

“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).”

“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.”

Add the following paragraph:

“3.5 A Pre-Bid Conference will be held at the lower parking lot on the south side of the pond at Crowder County Park at 4709 Ten-Ten Road, Apex, NC at 2:00 pm, local prevailing time, on April 4, 2024. Purpose of conference is for prospective Bidders to familiarize themselves with the site and to ask questions pertaining to the Contract Documents. Bidders are reminded that no oral interpretations of meaning of Drawings and Specifications can be made. Conflicts in documents, if any, will be resolved by written addendum. (Reference “Instructions to Bidders, Paragraph 4”).

ARTICLE 6 - OTHER RECORD DOCUMENTS AND SUBMITTALS

Paragraph 6.1: At the end of the existing paragraph, add the following:

“Electronic copies of the Contract Documents will be furnished to the General Contractor.”

ARTICLE 10 - DESIGNER

Add the following paragraphs:

“10.5 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Substantial Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not substantially complete, successive site visits to determine Substantial Completion will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.

“10.6 As a part of its Basic Services under the Owner-Designer Agreement, the Designer will conduct a single site visit to determine Final Completion of the Work. If, after the performance of said site visit, the Designer determines that the Work is not complete, successive site visits to determine Final Completion of the Work will be deemed Additional Services under the Owner-Designer Agreement. The Contractor shall be liable to the Owner for any Designer’s fees incurred as a result of any such Additional Services of the Designer. Any funds due under this paragraph may be deducted by the Owner from the amounts due the Contractor for such additional Designer’s fees and paid directly to the Designer. Should the cost for such Additional Services of the Designer exceed the amount due or to become due to the

Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 13 - CONTRACT TIME

Paragraph 13.18: Add the following:

“If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

Two Hundred Dollars (\$200.00) per consecutive calendar day

If the Contractor fails to achieve Final Completion of the Work within thirty (30) consecutive calendar days of the actual date of Substantial Completion of the Work, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

One Hundred Dollars (\$100.00) per consecutive calendar day

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.”

ARTICLE 29 - TAXES

Paragraph 29.1: Add the following to the existing paragraph:

“The Contractor is to use the Sales Tax Reporting Form attached to Section 012900 of the contract documents for reporting taxes paid.”

ARTICLE 35 – MINORITY BUSSINESS ENTERPRISE PROGRAM

The MBE program is not required for this project.

ARTICLE 36 - GENERAL

Add the following paragraph:

“36.3 Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor’s responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.”

END OF SUPPLEMENTARY GENERAL CONDITIONS