

**ADDENDUM NO. 2**  
**TOWN OF ELIZABETHTOWN**  
**MULTI-UNIT HANGAR DEVELOPMENT, PHASE 1**  
**CURTIS L. BROWN, JR. FIELD (EYF)**  
**ELIZABETHTOWN, NC**

**March 28, 2025**

From: Town of Elizabethtown  
466 Airport Road  
Elizabethtown, NC 28337

To: **All Prequalified Bidders and Plan Holders**

This Addendum is hereby made a part of the contract documents and specifications of the above-referenced project. All other requirements of the original specifications and drawings shall remain in effect in their respective order. Acknowledge receipt of this Addendum by inserting its number and date in the proposal form B-3.

**INSTRUCTION TO BIDDERS**

1. **BID OPENING DAY** has been revised from Wednesday, April 2, 2025, to **FRIDAY, MAY 2, 2025, at 2:00 PM** at the Airport Terminal (address noted above).
2. Last day for questions to be submitted is **Friday, April 25, 2025, at 12:00 PM**. Please submit any questions in writing to Ayden Chung, PE ([achung@wkdickson.com](mailto:achung@wkdickson.com)) or Jamie Peck, PE ([jpeck@wkdickson.com](mailto:jpeck@wkdickson.com)).
3. The final addendum will be issued on **Tuesday, April 29, 2025, by 5:00 PM**.

**QUESTIONS/CLARIFICATIONS**

1. **Q:** Do we have to use the Schwesis hydraulic door, or can we use a different manufacturer? Hangar supplier is saying the building doesn't have enough clearance with 20' eve for an 18' door height.  
  
**A:** The Owner has specified a Schweiss hydraulic door; however, during the building design process, there will be opportunities to discuss alternative hydraulic door options with the Building Engineer, Contractor, and Owner. Hydraulic door sizing can be discussed with the Owner during the building design process.
2. **Q:** We'll need to be provided with the worst-case aircraft specs (wheel loads) they anticipate on the slab to size accordingly.  
  
**A:** More detailed information can be provided to the Contractor for use during the building design process. The anticipated critical aircraft for the hangar building is the Beechcraft King Air B200, with a maximum takeoff weight (MTOW) of 12,500 lbs. This aircraft features a dual-wheel main landing gear and a single-wheel nose gear, with a typical main gear tire pressure ranging from 70

to 76 psi. The estimated wheel loading is approximately 65 to 75 psi, depending on tire specifications and actual operating weight.

3. **Q:** The geotechnical report includes design values for below-grade walls. It appears there are no site retaining walls in the civil plans, but please confirm. If any do exist, please clarify whether they fall outside the hangar building structural design scope.

**A:** Correct. There are no site retaining walls anticipated with this project.

4. **Q:** The civil plans that show the building layouts note the design wind speed as “150 MPH Wind Zone Elizabethtown NC”. Is that their requirement that we should design to? Looking at code specific criteria for this location (based on ASCE7-16 and the new 2024 NCBC), it looks like the wind speed would only be 132 mph. This would change footing/foundation design based on which wind speed we’re to use.

**A:** The 150 MPH Wind Zone requirement for Elizabethtown, NC, has been provided by the Owner and is correct for this project.

5. **Q:** Is state construction or other entities reviewing the plans?

**A:** The hangar building design will require permitting through Town of Elizabethtown and Bladen County.

6. **Q:** Can the specifications be included in a section the drawings or is a spec book required?

**A:** Hangar building specifications may be included on the drawings.

7. **Q:** What is the requirement for construction administration (meetings virtual or in-person, submittal review, RFI’s, pay app review, etc.)?

**A:** Progress meetings will be in-person bi-weekly, with a virtual option provided. Engineer will provide construction administration services for the overall project. Contractor’s building designer shall be responsible for submittal review and RFI’s pertaining to their building plans and specs, with Owner and Engineer copied on such correspondence.

8. **Q:** Are the insurance requirements applicable to design consultants as well?

**A:** Yes. See Special Provisions Section 4 for insurance requirements. Additionally, design consultants providing professional services, shall maintain \$1,000,000 of Professional Liability Insurance, naming Owner and Engineer as additional insureds.

9. **Q:** We assume that no taxiway lighting modifications or signage would be part of our scope of work.

**A:** Correct. There are no taxiway lighting modifications or signage as part of this project.

10. **Q:** We assume no fueling or maintenance would be done in this hanger, it is simple for storage.

**A:** Correct. The hangars will be used solely for storage.

### **BID FORM REVISIONS**

There are no revisions to the Bid Schedules with this Addendum No. 2.

### **PLAN SET REVISIONS/CLARIFICATIONS**

There are no revisions to the Plan Set with this Addendum No. 2.

### **CONTRACT DOCUMENTS/TECHNICAL SPECIFICATIONS**

1. INSTRUCTIONS TO BIDDERS, PAGE I-1, SECTION 1.1.A.5: This section has been revised to reflect the bid opening date of **May 2, 2025, at 2:00 PM.**
2. INSTRUCTIONS TO BIDDERS, PAGE I-5, SECTION 1.11.A: This section has been revised to specify that no bids shall be withdrawn within **150 days** after the scheduled closing time for receipt.
3. BID FORMS, PAGE B-1, PARAGRAPH 4: This paragraph has been revised to specify that no bids shall be withdrawn within **150 days** after the scheduled closing time for receipt.

### **ATTACHMENTS**

1. Revised Contract Documents/Technical Specifications:
  - a. INSTRUCTIONS TO BIDDERS, Pages I-1 to I-6
  - b. BID FORMS, Page B-1 to B-3

**Receipt of this Addendum must be acknowledged on Page B-3 in the Contract Documents.**

**END OF ADDENDUM NO. 2**

## INSTRUCTIONS TO BIDDERS

The terms "Proposal" or "Bid" shall refer to the written offer of the bidder (or "proposer") (when submitted on the approved bid/proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. The terms "proposal" and "bid" may be used interchangeably throughout the contract documents. The bid, to be considered, must be submitted in accordance with the complete set of documents including the plans, and bidders are specifically directed to review the bid forms, these Instructions to Bidders, and the General Provisions.

### 1.1 GENERAL

#### A. BIDS

1. Bid forms have been included in this set of contract documents. These bid forms shall be included in the sealed envelope. A full set of contract documents is not required to be submitted at the time of bid opening.
2. Requirements for the preparation and submittal of a bid are included throughout these contract documents. Prospective bidders shall familiarize themselves with the complete set of documents including the plans, and are specifically directed to the bid forms, these Instructions to Bidders, and to Sections 20 and 30 of the General Provisions.
3. In the preparation of a bid, all blank spaces for bid items and bid alternatives must be properly filled in (written in ink or typed). Unit Prices shall be stated both in words and numerals. Total prices for bid items shall also be stated both in words and numerals. Total amounts bid shall be stated both in words and numerals in the proper place in the bid form. The complete form shall be without alterations or erasures. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.
4. The bidder shall complete the bid form as follows:
  - a. If the documents are executed by a sole proprietor, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
  - b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Partner" appearing after the name of the partner executing them.
  - c. If the documents are executed by a corporation, they shall be executed in the name of the corporation by either the President or the Vice President and attested by the Secretary or Assistant Secretary and the corporate seal shall be impressed on each copy of the documents.
  - d. All signatures must be in ink and properly witnessed.
5. **The completed bid forms, with all required attachments, shall be submitted in a sealed envelope on or before ~~2:00 PM, April 2, 2025~~ 2:00 PM, May 2, 2025.** Bids shall be addressed and delivered to:

**Town of Elizabethtown  
Dane Rideout, Town Manager  
466 Airport Rd.  
Elizabethtown, NC 28337**

6. Bids will be opened at the aforementioned address.

7. Bid packages shall be enclosed in a sealed envelope, as required by the General Provisions Section 20, PROPOSAL REQUIREMENTS AND CONDITIONS.
8. It is solely the responsibility of the bidder to deliver his bid package to the proper official at the appointed time and place prior to the announced time for the opening of bids. Late delivery of the bid package for any reason shall disqualify the bid. A bidder may withdraw a bid provided that the bidder's request for withdrawal is received by the owner in writing or by telegram before the time specified for the opening of bids.
9. Modifications to bids will be accepted only if such modifications are delivered in writing (including telegram) to the Owner prior to the time for the opening of bids. Should the bidder find discrepancies in or omissions from the drawings or documents, or should he be in doubt as to the meaning of anything in the documents, he shall at once notify the Engineer, in writing, who, when necessary, will send a written instruction to all bidders through the issuance of an addendum to the contract documents. Neither, the Owner, nor the Engineer nor their representatives will be responsible for any oral instruction or interpretation.

## **1.2 BID GUARANTY**

- A. See Section **20-10 BID GUARANTY/BID BOND, of the General Provisions.**

## **1.3 QUALIFICATIONS OF BIDDERS**

- A. By submission of a bid the bidder agrees to perform the work if awarded a contract, and to perform at least 25% of the work under the contract with his own organization and with his own employees. If during the progress of the work hereunder, The Contractor requests an adjustment of such percentage and the Engineer determines that it would be to the Owner's advantage, the percentage of the work required to be performed by the Contractor's organization may be adjusted provided prior written approval of such adjustment is obtained from the Engineer.
- B. Each bidder must furnish with his bid a breakdown of the work showing which portions of the work he will perform with his own forces and the estimated cost of these items.
- C. All bidders, including subcontractors must be properly licensed in the state and must indicate their current license number on the outside of the sealed envelope containing their bid. Additional requirements for bid submission are: Contractor's must have a current listing as pre-qualified with the NCDOT.
- D. All bidders must be prequalified by the NCDOT as a "Bidder" prior to submitting a bid and all Contractors and Subcontractors must be prequalified as a "Bidder" or "Subcontractor" prior to performing any work on this project.

## **1.4 E-VERIFY**

Effective September 4, 2013, House Bill 786/S.L. 2013-418, passed by the General Assembly of North Carolina, requires that business entities and employers with whom a public entity contracts provide proof of enrollment and participation in E-Verify, an internet based system operated by the

U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. This legislation applies to all state agencies, cities, counties, school boards, as well as all private employers doing business in North Carolina who employ 25 or more employees in the State of North Carolina. This also applies to all city and county contracts, including all formal purchase and construction and repair contracts let by any public entity, as well as those not subject to competitive bidding requirements, such as service contracts. For other units of local government, such as local school boards and water/sewer authorities, the prohibition only applies to purchase and construction/repair contracts in the formal bidding range.

HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors.

The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Although the new statutes don’t specify the consequences for entering into a contract in violation of this prohibition, it may be reasonable to assume that the contract would be void.

As proof of enrollment and participation in E-Verify, Public Entities in North Carolina require the following:

1. See E-Verify Affidavit of Agreement for North Carolina

Any violation of this provision by the Contractor, would provide grounds for a breach of contract claim by the local government. Should the contractor fail to ensure that his or her subcontractors, if any, or subsequently hired subcontractors are non-compliant, would allow for the contract to be voided by the local government.

The following websites provide further information about participation and enrollment in E-Verify: [www.uscis.gov/everfy](http://www.uscis.gov/everfy).

## **1.5 EXAMINATION OF CONTRACT DOCUMENTATION AND SITE**

- A. Before submitting a bid, each bidder must:
  1. Examine the bidding documents thoroughly;
  2. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work;
  3. Familiarize himself of federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work;
  4. Study and carefully correlate bidder's observations with the Drawings and Specifications; and
  5. Notify the Engineer in writing of any conflicts, errors or discrepancies.

- B. Before submitting a bid, the bidder may, at his own expense and assuming all risks, make any additional investigations and/or tests as the bidder may deem necessary for him to prepare his bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents. On request in advance, the Owner will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. The bidder shall upon completion of such explorations fill and compact as necessary all holes, and clean and restore the site to its former condition.
- C. The Submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement to bid the project and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

## **1.6 ADDENDA**

- A. All questions concerning the meaning or intent of the Contract Documents are to be directed to the Engineer. During the bidding process, such inquiries must be made in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be made through the issuance of addenda to the Contract Documents. Any addenda to the Contract Documents issued during the time of bidding will be considered a part of the Contract Documents and will become a part of the Contract. Receipt of addenda shall be acknowledged by the bidder on the bid form.

## **1.7 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES**

- A. See Section 20-05 **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES, of the General Provisions.**

## **1.8 AWARD OF CONTRACT**

- A. The Award of the Contract will be made to the lowest responsive and responsible bidder as soon as practicable. The Owner reserves the right to reject any or all bids and to waive informalities and minor irregularities. The Owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing financial statements, experience in completion of similar projects, the names of holders of trade licenses and similar information.
- B. The NC Department of Transportation has agreed to reimburse the Owner for portions of the project costs. The Owner will not accept or consider proposals from which any Contractor whose name, at the time of opening of bids or award, appears on the current list of ineligible contractors published by the Comptroller General of the United States under Section 5.6 (b) of the Regulations of the Secretary of Labor (29 CFR Part 5), NC Department of Transportation list of ineligible contractors nor a proposal from any firm, corporation, partnership or proprietorship in which an ineligible Contractor has a substantial interest.
- C. All contractors and subcontractors must be pre-qualified with NCDOT to perform work on the project.

## **1.9 CANCELLATION OF AWARD**

- A. The Owner reserves the right to cancel the award without liability to the bidder, except return of the bid guaranty, at any time before a contract has been fully executed by all parties and approved by the Owner.

## **1.10 PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS**

- A. The Contractor shall furnish Performance, Labor, and Materials Payment surety bonds in the form indicated in the Contract Documents executed by a surety company authorized to do business in the state. Each such bond shall be in an amount equal to one hundred percent (100%) of the Contract price. Separate surety bonds shall be provided for the faithful performance of the Contract, for the payment of all persons performing labor on the project, and for furnishing materials in connection therewith.

## **1.11 BIDS TO BE RETAINED**

- A. No bid shall be withdrawn within ~~120 days~~ **150 days** after the scheduled time for the receipt of bids pending the execution of a Contract between the Owner and the successful bidder. Should the successful bidder default and not execute a contract, the Contract may be offered to the next lowest bidder. In this event the low bidder's bid guaranty will be kept by the Owner as liquidated damages.

END OF SECTION



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## BID FORMS

Date: \_\_\_\_\_

TO:     **Town of Elizabethtown**  
          **Dane Rideout, Town Manager**  
          **805 W. Broad Street**  
          **Elizabethtown, NC 28337**

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 person other than those herein mentioned, has any interest in the 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; 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 contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work performed. In case of conflict between words and figures, the words will govern.

The bidder proposes and agrees that if this bid is accepted, to contract with the Town of Elizabethtown in the form of contract specified, to furnish all necessary transportation and labor necessary to perform all construction in full and complete agreement with the plans and specifications and contract documents to the full and entire satisfaction of Town of Elizabethtown as computed from the schedule of unit prices hereinafter shown. The quantities of work shown by unit prices are approximations only and the contract price will be based on the actual quantities included in the work.

The bidder agrees not to withdraw his bid within ~~120 days~~ **150 days** after the scheduled closing time for receipt of bids.

A bidder shall be considered disqualified for any of the following reasons, among others:

(a) Submitting more than one bid from the same partnership, firm or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

The Owner reserves that right to reject any or all bids or sections thereof or to accept such bids or sections thereof, as it appears in its judgment to be in the best interest of the Owner.

Bidders are hereby notified that all bids may be rejected if the lowest responsible bid(s) received exceeds the Engineer's estimate by more than 7% and it is determined that an award of the contract would cause excessive inflationary impact. Nothing in this paragraph shall limit in any manner the Owner's right to reject any and all bids if it appears in its judgment to be its best interest to do so. The bidder agrees, if awarded the contract to commence work on the commencement date stated in the Notice to Proceed or within ten (10) days after such specified commencement date. The bidder further agrees that in the case or failure on his part to execute

said contract and the bonds required within ten (10) consecutive calendar days after written notice is given of the award of the contract, the bid bond accompanying this bid shall be paid into the hands of the Owner, as liquidated damages for such failure; otherwise, the bid bond accompanying this bid shall be returned to the undersigned.

Bidders are hereby notified that all bids may be rejected if the lowest responsible bid(s) received exceeds the Engineer's estimate by more than 7% and it is determined that an award of the contract would cause excessive inflationary impact. Nothing in this paragraph shall limit in any manner the Owner's right to reject any and all bids if it appears in its judgment to be its best interest to do so.

**Respectfully submitted,**

Signature of Bidder:

a. If an Individual doing business as: \_\_\_\_\_

b. If a Partnership: \_\_\_\_\_  
(Member of Firm)

c. If a Corporation: \_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Title)

ATTEST: \_\_\_\_\_  
(Witness)

Date: \_\_\_\_\_

Current Contractor's North Carolina Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

**ADDENDA ACKNOWLEDGE**

Receipt of the following Addenda is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____