



## Village of Marvin

### **ADDENDUM No. 4**

**TO:** Prospective Bidders

**FROM:** Village Manager, Christina Amos

**DATE:** August 15, 2025

**PROJECT:** Village Hall Park Phase 1, Village of Marvin

*The following items are being issued herein for modification and clarification to the Bid Requirements for the project referenced above. All Bidders shall acknowledge this Addendum within their submittal.*

### **MODIFICATIONS**

#### **QUESTIONS & ANSWERS**

*(Complete below)*

1) Will an Add Alternate #1 price section be added to the bid form?

Answer:

The attached bid proposal form replaces the existing bid proposal form provided on pages 17-18 of the project manual. This form has been revised to include a separate line item for Add Alternate #1 for the proposed 6' wide pervious concrete sidewalk connection between Village Hall and Marvin School Road.

2) Is irrigation included in project scope?

Answer:

Proposed irrigation is not included in the project scope. However, proposed improvements such as grading, storm pipe, and the enhanced landscape planter will be in close proximity to existing on-site irrigation lines. The revised bid form includes an allowance for irrigation lines that need to be removed and replaced in order to construct the proposed improvements.

## **CHANGES & CLARIFICATIONS**

*(Complete below)*

- 1) The Bid Proposal Form (pages 17-18 of project specifications) has been revised to include Allowance #5 for the removal/replacement of existing irrigation lines needed to construct proposed improvements and to include Add Alternate #1 for additional pervious concrete sidewalk.
- 2) Pages 58-62 of the project specifications have been revised to include Allowance #5 under section 4.1.

### **Attachments:**

1. Bid Proposal Form, revised August 15, 2025.
2. Pages 58-62 of Project Specifications, revised August 15, 2025.



8/15/2025

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Daniel L. Jones, PE NC Lic. # 053058



**END OF ADDENDUM NO. 4 of Bid**

# **BID PROPOSAL FORM**

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**PROJECT NAME: VILLAGE HALL Park**  
**10006 MARVIN SCHOOL ROAD**  
**MARVIN, NC 28173**

NAME OF BIDDER: \_\_\_\_\_

The undersigned bidder hereby offers, in the lump sum amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation and permits for the construction of the Village of Marvin Village Hall at 10006 Marvin School Road, Marvin, NC, if this offer is accepted by the Village.

**TOTAL AMOUNT OF BASE BID** \$ \_\_\_\_\_ **LUMP SUM**

(use figures only)

The base bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable allowances and taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Village will use the lower figure despite the bidder's intent.

## ALLOWANCES

Item No.	Description	Allowance Amount	Unit Price	Unit
1.	Unsuitable Soil Replacement	\$3,000		CY
2.	Unsuitable Soil Undercut and Removal	\$3,000		CY
3.	Mass Rock Removal	\$5,000		CY
4.	Trench Rock Removal	\$5,000		CY
5.	Remove/Replace Existing Irrigation Lines within Construction Limits	\$10,000		LF

**Please note:** the allowance amounts provided above are an initial lump sum estimate as the precise scope of these items is unknown. Contractor shall provide unit prices above should the actual scope of improvements exceed the initial allowance amounts provided above.

[illegible]

Construct 6' wide pervious concrete sidewalk located between the east side of Village Hall and Marvin School Road.

## **BID PROPOSAL FORM**

Page 2 of 2

### **ACKNOWLEDGEMENT OF ADDENDA:**

The undersigned acknowledges receipt of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

### **SUBMITTED BY:**

The undersigned agrees to begin work promptly upon receipt of Notice to Proceed and to pursue the work with an adequate work force to complete the work within **8 months** from the Notice to Proceed. Liquidated Damages of **Five Hundred and 00/100 Dollars (\$500.00)** per calendar day are hereby agreed upon as assessment from the Contractor for failure to complete the work within the time period stated herein.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ NC Gen. Contractor  
License #: \_\_\_\_\_

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “over weighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighing-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been “under weighing” (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit Contract prices for the various items of the project.

When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

The following allowances and unit costs shall be included in the Contractor’s Bid.

#### ALLOWANCE #1 – UNSUITABLE SOIL REPLACEMENT

Description: Unsuitable soil replacement shall be paid for as noted and as specified in the Contract Documents to include, but not limited to, all fees and costs to provide all equipment and materials, and manpower to dispose of unsuitable soil legally, backfill with acceptable material within the limits of excavation, compact, and test the soil in the project limits.

Unit of Measurement: Cubic Yard

#### ALLOWANCE #2 UNSUITABLE SOIL UNDERCUT AND REMOVAL

Description: Unsuitable soil undercut and removal shall be paid for as noted and as specified in the Contract Documents to include, but not limited to, all fees and costs to provide all equipment and materials, and manpower to excavate, dispose of legally, backfill with acceptable material below the limits of excavation, compact, and test the soil in the project limits.

Unit of Measurement: Cubic Yard

#### ALLOWANCE #3 MASS ROCK REMOVAL

Description: Mass rock removal shall be paid for as noted and specified in the Contract Documents to include, but not limited to all fees and costs to provide all equipment and materials, and manpower to excavate, and legally dispose of mass rock, and backfill with acceptable material within the limits of excavation, and compact and test the soil in the project limits.

Unit of Measurement: Cubic Yard

#### ALLOWANCE #4 TRENCH ROCK REMOVAL

Description: Trench rock removal shall be paid for as noted and specified in the Contract Documents to include, but not limited to all fees and costs to provide all equipment and materials, and manpower to excavate, and legally dispose of trench rock, and backfill with acceptable material within the limits of excavation, and compact and test the soil in the project limits.

Unit of Measurement: Cubic Yard

#### ALLOWANCE #5 REMOVE/REPLACE EXISTING IRRIGATION LINES WITHIN CONSTRUCTION LIMITS

Description: Removal/replacement of exiting irrigation lines within the construction limits shall be paid for as noted and specified in the Contract Documents to include, but not limited to all fees and costs to provide all equipment and materials, and manpower to trench, remove, and legally dispose of existing irrigation lines, and install new irrigation lines of like size/material as existing, backfill with acceptable material, and compact and test the soil in the project limits.

Unit of Measurement: Linear Foot

### 4.2 COMPENSATION FOR ACTUAL QUANTITIES

When the actual quantities of work vary from the estimated quantities, the Contractor shall accept as payment in full, so far as pay items are concerned, payment at the unit price for the quantities of work actually completed and accepted. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly or indirectly from its unbalanced allocation of overhead and profit among the pay items, or from any other cause.

### 4.3 PARTIAL PAYMENT/RETAINAGE

Contractor may submit requests for payment every 30 days or at such longer intervals as the Contractor may choose. Notwithstanding, however, Contractor may not request payment when the amount due the Contractor since the last request amounts to less than five hundred dollars.

Partial payments will be made based upon estimates, prepared by the Contractor and approved by Owner, of the value of the Work performed and materials complete in place in accordance with the Contract Documents. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

From the total of the amount determined to be payable on a partial payment, ten percent (10%) of such total amount will be deducted and retained by the Owner until the final payment is made. The balance (90%) of the amount payable, less all-previous payments, shall be certified for payment. [Refer to G.S. 143-134.1 re whether retainage is permitted on each particular project.]

The Owner will pay, reject or request additional support for each pay request within 30 days after receipt. Late payments shall be subject to interest charges calculated at the rate of 8% per year from and after the date due until paid.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

#### **4.4 TAX STATEMENT SUBMITTAL**

A statement of state sales/use tax statement form must always accompany each request for payment.

#### **4.5 PAYMENT FOR MATERIALS ON HAND**

Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- A. The material has been stored or stockpiled in a manner acceptable to the Owner at or on an approved site.
- B. The Contractor has furnished the Owner with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- C. The Contractor has furnished the Owner with satisfactory evidence that the material and transportation costs have been paid.
- D. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- E. The Contractor has furnished the owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.
- F. The value of the delivered material is to be used in one item of work exceeds \$3,000 and is not scheduled to be incorporated into the Work within 60 days after delivery.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the pay items in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

#### **4.6 ACCEPTANCE AND FINAL PAYMENT**

When the Work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE, the Owner shall determine the actual quantities of the items of work actually performed. The Contractor shall approve the Owner's statement of actual quantities or advise the Owner of his/her objections which are based on disputes in measurements or computations of the final quantities. The Contractor and the Owner shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Owner's final statement of actual quantities. If, after such 30-day period, a dispute still exists, the Contractor may approve the Owner's statement of actual quantities under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES.

After the Contractor has approved, or approved under protest, the Owner's statement of actual quantities, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

#### **4.7 LIENS**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner: (a) an affidavit stating, if that be in fact, that all subcontractors and suppliers have been paid in full, or if the fact be otherwise, showing the name of each subcontractor and supplier who has not been paid in full and the amount due or to become due each for labor, service or material furnished; (b) consent of surety, if any, to final payment; and (c) if required by Owner, other data establishing payment for satisfaction of all obligations, such as receipt, releases, and waivers of lien arising out of the Contract to the extent and in such form as designated by the Owner.

#### **4.8 CLAIMS FOR ADJUSTMENT AND DISPUTES**

If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the Contract Documents or previously authorized as Extra Work, he shall notify the Owner in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Owner and the Engineer. Failure to do so within the time specified will constitute a waiver by Contractor of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.



The following documentation and information must be presented in order to properly evaluate such claim:

- A. Definition of the basis of the claim, including a detailed identification of which materials and what work is considered to represent a change to the original contract, an explanation of why the work or material is different than what was called for by the original Contract, and an identification of the contract provisions and anything else which the Contract relied upon;
- B. An explanation of how and why the work which is considered a change will result in any additional cost or performance time for the Contractor;
- C. An identification of the categories of additional costs which may be incurred, an estimate of the dollar magnitude of each, and a statement of the impact this work will have on the construction schedule, including the contract completion dates;
- D. An indication of how the additional costs which is believed that may be incurred can be, and are to be, quantified;
- E. Documentation of any actual additional costs and any actual impact to the construction schedule due to this work;
- F. Documentation of the cost of performing all similar “unchanged” work, to provide the Engineer a basis for comparison;
- G. All backup and other documentation which are believed to support or relate to the claim;
- H. Documentation quantifying the amount of work which is believed to constitute this “changed” Work, and the time period and the areas where such work was or is to be performed.

#### **4.9 CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final certificate nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom, which shall appear within a period of one year from date of final acceptance. Wherever the word “acceptance” occurs, it shall be understood to mean final acceptance.

The Owner shall give notice of observed defects with reasonable promptness. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after the receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor’s expense. With respect to all warranties, expressed or implied, from subcontractors, manufacturer, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:

- A. Obtain all warranties that would be given in normal commercial practice.
- B. Require all warranties to be executed, in writing, for the benefit of the Owner.

#### **END OF MEASUREMENT AND PAYMENT**