

Addendum #2 – Pre-Bid Meeting Minutes

Twin Lakes Dam Rehabilitation Project
February 7, 2025

Bidders on this Project are hereby notified that this Addendum shall be attached to and made a part of the Contract Documents and Project Manual dated January 2025.

The following items are issued to add, modify, and clarify the Contract Documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified date shall be based on the additions and revisions listed herein.

Acknowledging receipt of each Addendum should be done on page 00300-1 (page 11) and by signature and date at the bottom of the Bid Form 00300-7 & 00300-8 (see p.17/18 or bottom of Excel sheet)

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Contract Document Summary

1. Section 00300 - Bid Proposal has been revised in its entirety and is attached. It includes mobilization and acknowledgements for receiving Addendum #1 - TEAMS Meeting & #2 – Pre-Bid Meeting Minutes. Please note that Items 10 Upper Lake Outlet Structure Dewatering, Item 11 – Lower Lake Outlet Structure Dewatering, and Item 21- Temporary Outlet Protection were removed because they were duplicate items.
2. An excel spread sheet of the itemized proposal has been attached for your use. Fill in the “Unit Bid Price” column and “Amount Bid” will auto-populate.



Pre-Bid Meeting Agenda

Agenda

Project: Twin Lakes Dam Rehabilitation, Town of Cary Project No. PR1303

Subject: Pre-Bid Meeting

Date: Wednesday, February 05, 2025

Location: Town Hall Large Conference Room 10035

Contact and Questions

Billy Lee, PE, CFM, LEED AP – Stormwater Operations Manager

billy.lee@carync.gov

Jan Patterson, PE, CPESC – Senior Project Manager - Stormwater

jan.patterson@carync.gov

- All questions shall be sent in writing to Billy Lee and Jan Patterson through e-mail by February 18, 2025.
- Responses will be answered in an Addenda.
- Addenda will be sent to all parties having received the Bid Documents.
- The Contractor is responsible for confirming that they have received all the Addenda.

Ken Trefzger, PE – HDR – Engineer

kenneth.trefzger@hdrinc.com

Bid Documents

- Section 00300 – Bid Proposal has all the forms that must be submitted with the Contractor's Bid.
- The project will be paid for at the unit prices for the quantities installed.
- Sealed Bids shall be received by the Town no later than **3:00 PM Wednesday March 5, 2025** and addressed as follows:

- **If delivering bid via Fed Ex/UPS/Courier:**

Town of Cary – Stormwater
Billy Lee, PE, CFM, LEED AP – Stormwater Operations Manager
316 N Academy Street
Cary, NC 27513

- **If delivering bid via US Postal Service**

Town of Cary – Stormwater
Billy Lee, PE, CFM, LEED AP – Stormwater Operations Manager
PO Box 8005
Cary, NC 27512-8005

Project Description

- Draining two existing ponds, breaching the earthen embankments, installing temporary bypass pipes and diversion channels, constructing new concrete riser and box outlet structures, low flow drain, trash racks and outlet protection; backfilling and raising the earthen embankments up to 3 feet, restoring approximately 280 feet of stream, installing 370 feet regenerative stormwater conveyance outfall channel, grading and paving approximately 2,800 feet of greenway and associated appurtenances.

Construction and Pay Items to Note

- **Base Flow and areas draining outside the Limits of Disturbance.** The goal is to manage the base flow through the excavated earthen embankments by installing a temporary berm on the upstream side of each lake embankment and installing (2) temporary 36-inch CPPs to convey the water through the work area needed to construct the riser and outlet box. On the upper lake, these temporary pipes will discharge to a temporary conveyance channel constructed through the bottom of the lower lake. On the lower lake, the temporary pipes will discharge to the stream. Temporary conveyance channels will be constructed at all the pipe outlets our swales that drain areas outside of the limit of disturbance. These temporary conveyance channels will confluence with the main channel. The temporary conveyance channels will convey the base flow and runoff from minor storm events without overflowing into the lower lake bottom. Rock pipe inlet structures will be located at the low points between the flow lines and act as sediment traps and to allow the lake bottom to drain. Upon completion of the riser and outlet box construction and prior to

installing the embankment backfill, the base flow should be diverted to the low flow drain. The temporary pipes should be used to convey large storm events as the embankment is brought up to the final grade.

- **Riser and box outlet structure.** Cast in place reinforced concrete with waterstop at the joints as shown on the drawings. The box shall be placed on natural ground approved by the geotechnical engineer. There is a sand diaphragm located near the dam centerline consisting of ASTM C33 sand and ultimately extends around the entire outlet box.
- **Low flow inlet and low flow drain.** The low flow inlet is a precast drywell surrounded by gravel and stone with a trash rack on the top opening. The low flow drain is a 12-inch ductile iron pipe that extends through riser and connects to a valve. The valve stem shall extend up along the riser wall and supports shall be installed to keep the valve stem plum and stable.
- **Construction Access Roads and Proposed Greenway.** The intent is for greenway trail to serve as the construction access roads where feasible.
- **Earthwork Payment.** Earthwork items will be calculated using the existing terrain surface reflected on the drawings and field survey as described below.
 - **Section 21000 Part 14** refers to the Town's standard Section 0400- Earthwork specification that applies to all areas of the project Except for Zone 1 and Zone 1A. The quantities will be based on the existing grades shown on the drawings and the final grades shown on the as-built drawings.
 - **Section 21000 – Part 15** refers to the dam embankment excavation which includes the area of the existing dam embankment that needs to be excavated to construct the riser and outlet box structure, temporary bypass pipes, and appurtenances. The dam embankment area is identified as **Zone 1A** and is shown on sheets 01C-03C and 01C-03D of the drawings. Upon completion of this excavation and prior to the construction of the riser and box outlet structure, the Contractor shall survey Zone 1A and the excavation volume calculated. It is assumed that a majority of existing embankment can be used by the Contractor for the final dam embankment. Material that can not be used shall be removed offsite.
 - **Section 21000 – Part 16** refers to the dam embankment fill which includes the final dam embankment grades. Upon completion of the dam embankment construction and prior to the lake filling the Contractor shall survey **Zone 1A** and calculate the volume of dam embankment fill using the final grading and the dam embankment excavation area. No separate payment will be made for the material hauled in from offsite.

- **Section 21000 – Part 17** refers to the lower lake grading which includes the removal of the existing sediment and regrading the sides of the lower lake. The lower lake grading area is shown as **Zone 1** on sheets 01C-03C and 01C-03D of the drawings. The Contractor shall survey **Zone 1** upon completion of the lower lake grading and using the final grading and the existing grades calculate the amount of material removed from the lower lake. It is assumed that this material will need to be hauled offsite and properly disposed of, however, if the Contractor demonstrates the material can be used onsite, then this will be acceptable.
- **Section 21000 – 30,31, and 33** refer to the filter diaphragm, toe drain and blanket drain. These are all dam embankment features that either reduce the risk of piping or increase bank stability. The sand diaphragm goes around the outlet box structure, the toe drain runs near the downstream embankment toe and the blanket drain extends from the toe drain towards the centerline of the dam embankment.
- **Section 21000 – 44** refers to dam embankment clearing. Trees removed from the dam embankment area shall be cut down and the roots excavated.
- **AGGREGATES** - In general we plan on paying for the different aggregate material used on the different features unless it is specifically noted in the pay item that the aggregate is part of the unit cost.

Questions/Clarifications

1. *Question: How much borrow material do we anticipate on the project?* Response: We are not anticipating borrow material as defined in Section 0400 Part 6. We do anticipate borrow material for the Dam Embankment Fill associated with Section 21000 Part 16.
2. *Question: Can the bid be pushed out a week?* Response: No. Due to this project needing Town Council approval, moving the date would push out the anticipated award date too far.
3. *Question: Will the CAD file be provided to the bidders?* Response: Yes. The AutoCAD files have been added to the townofcary.contractorsplanroom.com site. By downloading the file, the Contractor agrees to the attached Electronic Media Release. See the Release the last page of this Addendum #2.
4. *Question: How are fish and wildlife to be handled?* Response: The Contractor will be responsible for removing the fish and wildlife and properly disposing/relocating them as noted in Section 21000 Part 7 – Lake Draining and Filling. Typically the fish will need to be removed and properly disposed of and the wildlife typically will relocate as work progresses.
5. *Question: Will the Town provide public outreach?* Response: Yes. The Town will provide the Contractor the Town Contacts to provide residents. The Town does not want the Contractor to addressing public questions. The area is currently used by residents as a walking area and fishing so it is anticipated that there will be a lot of interest in this project. The Contractor is responsible for site security.
6. *Question: What type of live stakes will be acceptable?* Response: There is a table on Sheet 01D-07 that identifies the live stakes.
7. *Question: What type of section is required for the greenway?* Response: The required greenway section is provide on Sheet 01D-06.
8. *Question: It appears the Mobilization Item is missing from the itemized proposal.* Response: A revised itemized proposal has been provided with this addendum. Please note that Items 10 Upper Lake Outlet Structure Dewatering, Item 11 – Lower Lake Outlet Structure Dewatering, and Item 21- Temporary Outlet Protection were removed because they were duplicate items.
9. *Question: Are the work hour restrictions?* Response: Section 00700, Article 6, 6.02 D states: “Regular Working Hours” exclude holidays and are defined as Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. Regular Working Hours may also take place on Saturday between the hours of 9:00 a.m. and 6:00 p.m. for work not requiring engineering and/or inspection. Saturday work that requires engineering and/or inspections shall be subject to the provisions of Paragraph 6.02E.

10. Question: There was a question about core samples of the dam.

Response: Section 22000 includes all Geotechnical Reports and includes core samples.

11. Question: Is there a potential for borrow under the waste area?

Response: Please follow the instructions in the Pre-Bid package Agenda's appropriate Sections 21000.

12. Question: Can pond bottom material be removed from the site?

Response: Material will need to be tested for contaminants if the contractor elects to use on site.

13. Question: Who is responsible for testing?

Response: The Town will provide the material testing subcontractor. The contractor will be responsible for coordination with the subcontract tester.

PRE-BID CONFERENCE ROSTER

PROJECT: Twin Lakes Dam Rehabilitation

DATE: February 5, 2025

LOCATION: Town Hall CR-100035

Name	Affiliation	Email
Stephanie Coppula	Crowder Construction	scoppula@crowderusa.com
Cameron Pope	Narron Contracting	Cameron@narroncontracting.com
Chris Hull	Cole Land & Timber	chrishull@triad.rr.com
Brooks Cole	Cole Land & Timber	brookscole@triad.rr.com
Kevin Dedene	Morgan Corp	kdedene@morgan-corp.com
Kevin Whitehead	Sequoia Sves	Kevin.w@Seqserv.com
Dustin Futrell	Mersino/Global Pump	Dustin.futrell@mersino.com
BJ Lanier	Lanier Construction	bj@lanierconstruction.com
Daniel Belton-McKinney	Lanier Construction	daniel@lanierconstruction.com
Andrew Simansky	HGS,LLC (RES)	asimansky@res.us
Justin Thomas	Langston Construction	jthomas@langstonconstr.com
Nick Vilaret	Crowder Construction	nvilaret@crowderusa.com
Dick Maness	Narron Cont	dick@narroncontracting.com
Ramey F. Kemp III	Conti Civil LLC	rkemp@conticivil.com 910-391-6425
Joshua Locklear	Fred Smith Company	jlocklear@fredsmithcompany.net
Kevin Charrier	Branch Civil	Kevin.charrier@branchcivil.com
Gabe Adams	Backwater Environ	adams@backwater.biz
Logan Green	Triangle Pond Management	Logan.green@trianglepondmanagement.com
Cole Johnson	Triangle Paving & Grading	sbass@tgandp.com
Bert Long	H.G. Reynolds Co. Inc.	blong@hgreynolds.ney
Justin West	West Contractors	justinwest@west-contractors.com

PRE-BID CONFERENCE ROSTER (continued)

PROJECT: Twin Lakes Dam Rehabilitation

DATE: February 5, 2025

LOCATION: Town Hall CR-100035

Name	Affiliation	Email
TEAMS		
Mike Sedlock	Fred Smith Company	msedlock@fredsmithcompany.com
TEAMS Others		
Noah Swadner	TerraTech	noah@terratechsolutions.net
Anthony Biagini	Roadworks	abiagini@roadworksconstruction.com
Juan Prieto	Conti Civil	jprieto@conticivil.com
Matt Hatfield	Carolina Marine Structures	mhatfield@carolinamarinestructures.com
Iliyan Krastev	TerraTech	liyan@terratechsolutions.net
Peter Jelenevsky	Fluvial Solutions	peter@fluvialsolutions.com
Town Staff		
Billy Lee	Town of Cary	Billy.lee@carync.gov
Jan Patterson	Town of Cary	Jan.patterson@carync.gov
Paul Kuhn	Town of Cary	Paul.kuhn@carync.gov
Eric Kulz	Town of Cary	Eric.kulz@carync.gov
Michael Mazanek	Town of Cary	Michael.mazanek@carync.gov
Charles Brown	Town of Cary	Charles.Brown@carync.gov
Kenneth Trefzger	HDR	Kenneth.Trefzger@hdrinc.com

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF CARY, NORTH CAROLINA ("Owner")

FROM: "BIDDER" _____

ADDRESS _____

DATE OF BID _____, 20__

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of Cary, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Twin Lakes Dam Rehabilitation PR1303

for the Town of Cary, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of: _____ Dollars (\$_____), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

** Fill in appropriate Addenda number(s): _____

[Terms continued on the following page.]

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

Dollars (\$_____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within ten (10) business days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of:_____

_____Dollars (\$_____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

[Terms continued on the following page.]

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and other applicable licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Cary demonstrating such compliance.

THE FOLLOWING FORMS AND DOCUMENTATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

1. Bid Bond (using forms provided on pages 00300-13 and 00300-14 or other allowable bid security;
2. Photocopy of Bidder's North Carolina Contractors License;
3. Enter Contractor's License Number where called for in proposal and on the outside of sealed envelope containing the proposal;
4. Statement of Compliance with requirement of the General Conditions that the Bidder will ensure that at least half of the Work is performed with the Bidder's employees (provide statement on bidder's letterhead);
5. Certified List of Major Subcontractors;
6. Certified List of Equipment/Material Manufacturers;
7. Bidder's Certificate as to Organization and Authority;
8. Equal Employment Opportunity Addendum;
9. Qualifications of Bidders;
10. Non-Collusive Affidavit;
11. Nondiscrimination Clause.

BID PROPOSAL
GENERAL CONSTRUCTION
FOR THE
Twin Lakes Dam Rehabilitation
(the "Project")

]

ITEMIZED PROPOSAL

ITEM NO.	ITEM DESCRIPTION	SPECIFICATION REFERENCE	QUANTITY	UNIT	UNIT BID PRICE	AMOUNT BID
1	Construction Surveying - Site Staking and Project Survey	21000.4	1	LS		
2	Construction Surveying - As Built Survey and Drawings	21000.5	1	LS		
3	Traffic Control	20000.4.A.(i)	1	LS		
4	Concrete Truck Washout Pit	21000.6	1	EA		
5	Upper Lake Draining and Filling	21000.7	1	LS		
6	Lower Lake Draining and Filling	21000.7	1	LS		
7	Temporary Bypass Storm Sewer (36" HDPE)	21000.8	748	LF		
8	Temporary Outlet Protection	21000.9	1	TN		
9	Temporary Conveyance Channel	21000.1	1,775	SY		
10	Temporary Chain Link Fence and Gates - Site Access Control	21000.12	70	LF		
11	Tree Protection Fence	16000.2	3,674	LF		
12	Tree Protection Fence with Silt Fence	16000.2	3,172	LF		
13	Temporary Silt Fence	16000.2	386	LF		
14	Temporary Silt Fence Outlet	16000.2	11	EA		

15	Rock Pipe Inlet Protection	21000.44	7	EA		
16	Curb Inlet Protection	16000.2	4	EA		
17	Stone Stabilization (6" thick ABC)	05000.3.A.(i)	5,606	SY		
18	Standard Temporary Stream Crossing (36")	21000.13	30	LF		
19	Temporary Seeding	16000.3.D.(i)	20	AC		
20	Permanent Seeding with Mulch	16000.3.D.(i)	8	AC		
21	Sod	16000.3.E.(i)	10,375	SY		
22	Erosion Control Matting	16000.5	1,500	SY		
23	Complete Clearing & Grubbing (area outside of lake water surface)	03000.2.A	9	AC		
24	Dam Embankment Tree Clearing	21000.45	700	SY		
25	Upper Dam Riser Structure (Reinforced Concrete Riser, Box, and Wingwalls)	06001	126	CY		
26	Lower Dam Riser Structure (Reinforced Concrete Riser, Box, and Wingwalls)	06001	174	CY		
27	Upper Dam Outlet Structure Construction Dewatering	21000.11	1	LS		
28	Lower Dam Outlet Structure Construction Dewatering	21000.11	1	LS		
29	Unclassified Excavation	4000.2	5,440	CY		
30	Embankment	4000.4	1,230	CY		
31	Undercut Excavation	4000.5	100	CY		
32	Borrow Excavation	4000.6	50	CY		
33	Upper Lake Dam Embankment Excavation	21000.15	2,100	CY		
34	Lower Lake Dam Embankment Excavation	21000.15	1,900	CY		

35	Upper Lake Dam Embankment Fill	21000.16	6,320	CY		
36	Lower Lake Dam Embankment Fill	21000.16	4,550	CY		
37	Lower Lake Grading	21000.17	18,200	CY		
38	ASTM C33 Fine Aggregate	21000.27	530	CY		
39	NCDOT No. 78M Coarse Aggregate	21000.28	270	CY		
40	6 Inch PVC Well Casing Pipe	21000.26	610	LF		
41	Riprap	16000.6.G	260	TN		
42	Class B Riprap	21000.35	1,200	TN		
43	Class A Riprap	21000.36	25	TN		
44	15-inch Class III RCP Storm Sewer	09000.5.A.(i)	103	LF		
45	18-inch Class III RCP Storm Sewer	09000.5.A.(i)	126	LF		
46	24-inch Class III RCP Storm Sewer	09000.5.A.(i)	68	LF		
47	15-inch Flared End Section	09000.5.A.(ii)	4	EA		
48	18-inch Flared End Section	09000.5.A.(ii)	4	EA		
49	24-inch Flared End Section	09000.5.A.(ii)	2	EA		
50	Upper Lake Outlet Guardrail	21000.19	32	LF		
51	Lower Lake Outlet Guardrail	21000.19	39	LF		
52	20' X 20' Trash Rack	21000.21	1	EA		
53	9' X 9' Trash Rack	21000.21	1	EA		
54	Low Flow Drain Inlet	21000.22	2	EA		
55	Low Flow Drain Pipe and Fittings - 12-inch DIP	21000.23	60	LF		
56	Low Flow Drain Gate Valve	21000.24	2	EA		

57	Observation Well	21000.25	3	EA		
58	Safety Rail	21000.33	42	LF		
59	Concrete Curb and Gutter	06000.5.A.(i)	51	LF		
60	Replace Existing Sidewalk	06000.5.A.(ii)	240	SY		
61	Aggregate Base Course - Greenway Full Section	05000.3.A.(i)	675	SY		
62	Asphalt Concrete Base Course Final Grade Adjustment	05000.3.A.(i)	2,447	SY		
63	Asphalt Concrete Surface Course - Greenway	05000.3.A.(i)	3,122	SY		
64	Lake Normal Pool Bench Plantings	21000.34	2,122	SY		
65	Boulder	21000.37	100	TN		
66	# 57 Stone Aggregate	21000.29	62	TN		
67	Biomix Filter Media	21000.38	367	CY		
68	Live Stakes	21000.39	1,200	EA		
69	Tree/Shrub - Containerized	21000.4	500	EA		
70	Riparian Seeding	21000.41	300	SY		
71	Pump Around Operation	21000.42	20	DY		

Subtotal (Items 1-71)	
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72	Mobilization/Demobilization	Mobilization & Insurance (5% max)	
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TOTAL BID PRICE	
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Bidder _____

(Print)

I acknowledge that I have received and reviewed Addendum #1 dated 2/3/2024

Signature

Date

PR1303

00300-7

Twin Lakes Dam Rehabilitation

I acknowledge that I have received and reviewed Addendum #2 dated 2/7/2024

Signature

Date

NOTE: PROPOSAL SIGNATURE REQUIRED ON PAGE 00300-12]. ALL PROPOSALS MUST BE PROPERLY EXECUTED TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF MAJOR SUBCONTRACTORS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Major Subcontractors to be used in the performance of work to be done on said Project. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>SUBCONTRACTOR</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
<u>REINFORCED CONCRETE:</u>	_____
<u>Other:</u>	_____

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: _____
(Please Print or Type)

TITLE OF SIGNER: _____
(Please Print or Type)

DATE: _____

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>EQUIPMENT/MATERIALS</u>	<u>MANUFACTURER</u>
_____	_____
_____	_____
_____	_____
_____	_____

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFICATION AFFIDAVIT

THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED A CONTRACT, THIS CERTIFICATION SHALL BE ATTACHED THERETO AND BECOME A PART THEREOF.

[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: _____
(Please Print or Type)

TITLE OF SIGNER: _____
(Please Print or Type)

DATE: _____

BID SECURITY:

Accompanying this Proposal is a (1)_____ in the amount of
(2)_____ Dollars
(\$_____).

NOTE: (1) Insert the words "bank draft," "certified check," "bid bond", or "cashiers check", as the case may be.

(2) Amount must be equal to at least five percent (5%) of the total Bid.

BIDDER'S LICENSE:

The Bidder certifies that (he/she/it) is licensed as a Bidder under the specific North Carolina state law regulating his/her/its particular trade and that the number of the license under which he/she/it now operates is_____.

BIDDER'S CERTIFICATION AS TO ORGANIZATION AND AUTHORITY:

The Bidder certifies that the Affidavit of Organization and Authority, like the other documents attached hereto, form an integral part of the Proposal, and the Bidder acknowledges that the Owner will rely on the information provided therein in reviewing the Proposal and awarding a Contract.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated _____, 20__.

Bidder—Legal Entity (SEAL)

By: _____ (SEAL)
(SIGN HERE)

SEAL-if corporation

Printed Name

Address

() _____
Telephone No.

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public

My Commission Expires:

BID BOND

1

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bid Bond is executed on _____, 20__.

The name of the PRINCIPAL is _____ (1)

_____ (2)

The name of the SURETY is _____

The TOWN OF CARY, NORTH CAROLINA is the OWNER.

The amount of the Bond is _____

_____ (Dollars) (\$_____)

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named OWNER hereinafter called the OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

NOW, THEREFORE

- (a) If said Bid Proposal shall be rejected; or in the alternate,
- (b) If said Bid Proposal shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

BY: _____ (3)

(Address)

Witness as to Principal

(Address)

ATTEST:

N. C. Resident Agent
(SEAL)

Surety

By: _____

(Name) (4)

(Address)

(Phone Number)

Witness as to Surety

(Address)

- (1) Insert the correct name of Principal.
- (2) Insert whether the Principal is a corporation, a partnership, a limited liability company or an individual.
- (3) If Principal is a partnership, all partners should execute the Bid Bond. If Bidder is a limited liability company, all managers (or all members, if the company is member-managed) should execute the Bond.
- (4) Provide contact name, address and phone number for bid bond surety.

**POWER OF ATTORNEY
(Attach)**

BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of _____, it operates under the legal name of _____, and the full names of its officers are as follows:

President	_____
Secretary	_____
Treasurer	_____

and it does _____ have a corporate seal. The _____ is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

<u>General Partners</u>	<u>Limited Partners</u>
_____	_____
_____	_____
_____	_____

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

<u>Managers</u>	<u>Members</u>
_____	_____
_____	_____
_____	_____

INDIVIDUAL:

The Bidder is an individual whose full name is:

and if operating under a trade name, said trade name is as follows:

The business address of the Bidder is:

Its phone number is: _____

The contact person for this Proposal is:

Bidder

By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

County

My Commission Expires:

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM (“ADDENDUM”)

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Bidder's commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

ATTEST:

(Assistant) Secretary

(CORPORATE SEAL)

Corporate Name

BY: _____
(Vice) President

(Use the following form for execution by a PARTNERSHIP):

Partnership Name (SEAL)

BY: _____
General Partner (SEAL)

(Use the following form for execution by a LIMITED LIABILITY COMPANY):

Company Name (SEAL)

BY: _____
Manager/Member (SEAL)

(Use the following form for execution by an INDIVIDUAL):

BY: _____ (SEAL)

WITNESS:

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

County

My Commission Expires:

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____ being first duly sworn,
deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the BIDDER that has
submitted the attached BID PROPOSAL;
- (2) He is fully informed respecting the preparation and contents of the attached BID
PROPOSAL and of all pertinent circumstances respecting such BID PROPOSAL;
- (3) Such BID PROPOSAL is genuine and is not a collusive or sham BID PROPOSAL;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired,
connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit
a collusive or sham BID PROPOSAL in connection with the Contract for which the attached
BID PROPOSAL has been submitted; or to refrain from bidding in connection with such
Contract; or have in any manner, directly or indirectly, sought by agreement or collusion,
or communication, or conference with any BIDDER, firm, or person to fix the price or prices
in the attached BID PROPOSAL or of any other BIDDER, or to fix any overhead, profit, or
cost elements of the BID PROPOSAL price or the BID PROPOSAL price of any other
BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful
agreement any advantage against The Town of Cary, or any person interested in the
proposed Contract;
- (5) The price or prices quoted in the attached BID are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER
or any other of its agents, representatives, owners, employees or parties in interest,
including this affidavit.

BIDDER

BY _____

ITS _____

(Title)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

County

My commission expires _____

END OF AFFIDAVIT

NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that, to the extent permitted by law, the parties hereto, their agents, officials, employees, contractors, agents, successors, or permitted assigns shall not discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST:	_____ Corporate Name
_____ (Assistant) Secretary	BY: _____ (Vice) President
_____ (Printed Name)	_____ (Printed Name)
(Corporate Seal)	

(Use the following form for signatures by a PARTNERSHIP):

_____ WITNESS	_____(SEAL) Partnership Name
_____ (Printed Name)	BY: _____(SEAL) General Partner

(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

_____	_____ (SEAL)
WITNESS	Company Name
_____	BY: _____ (SEAL)
(Printed Name)	Manager/Member

(Use the following form for signatures by an INDIVIDUAL):

	_____ (SEAL)

	(Printed Name)

WITNESS	

(Printed Name)	

Subscribed and sworn to before me this _____ day of _____, 20__.

_____	_____
Notary Public	County

My Commission Expires:

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: Town of Cary
Cary, North Carolina

PROJECT: _____

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____). You are therefore hereby notified that your Bid Proposal has been accepted .

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within ten (10) business days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) business days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20_____.

Town of Cary, North Carolina

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20_____.

Bidder

By: _____

Title: _____

- END OF SECTION -

ELECTRONIC MEDIA RELEASE

This release for electronic media is dated as the 7th day of February 2025 between potential bidders ("Contractor") and HDR Engineering, Inc. of the Carolinas ("HDR").

It is understood that potential bidder, with the express authorization of the Town of Cary, NC ("Client"), has requested HDR to supply potential bidders with electronic media (including but not limited to disks, thumb drive, file transfer site or similar electronic transfer process) containing information on Twin Lakes Dam Rehabilitation Project No PR1303 ("Project") for use by potential bidders or others as appropriate.

Therefore, in consideration of the release of the materials, the potential bidders and HDR agree as follows:

1. **NO RIGHT TO RELY.** The delivery of drawings and/or Building Information Modeling ("BIM") in the electronic media that is subject to this release is for the benefit of the Client for whom the design services have been performed. Nothing in this transfer should be construed to provide any right of the Contractor to rely on the drawings or BIM model provided or be construed that HDR has reviewed and/or approved of the Contractor's use of this electronic media.
2. **RELEASE DATE DEPENDENT.** It is HDR's professional opinion that this electronic information provides design information current as of the date of this release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design subsequent to the preparation date of these files or models.
3. **GOVERNING CONTRACT DOCUMENTS.** The electronic media are provided solely as a convenience to the Contractor and shall NOT be considered "Contract Documents", "Construction Documents" or any type of certified document. All documents considered "Contract Documents", "Construction Documents" or any type of a certified document shall be hard copy or .PDF electronic file format and shall be accompanied by a professional's stamp and signature. The hard copy or .PDF shall be referred to for construction and shall govern in the event of any inconsistency between the hard copy/.PDF and the electronic media subject to this release.
4. **NO REPRESENTATION.** The information contained in the electronic media may not be used in lieu of obtaining information by other means required by other agreements, including those with Client, such as by survey or other procedures or sources, and any conclusions or information obtained or derived from such electronic media will be at user's sole risk. By providing this electronic media, HDR makes no representations, express or implied, whether user's means, methods, techniques, sequences, or procedures are adequate, appropriate, or approved, and whether the use of the information contained in the electronic media is appropriate.
5. **BIM.** Contractor understands and agrees that Electronic Media that includes BIM may not include the entire electronic model. Contractor further understands and agrees that such electronic model is a general representation and may not be complete, accurate or reflective of specific assemblies, and that there may be inconsistencies between the electronic model and the Contract Documents and, in the event of any inconsistencies, the Contract Documents shall govern.
6. **FILE CONVERSION.** Contractor understands and agrees that conversion of Electronic Media supplied by HDR from the system or format used by HDR to an alternative or upgraded system or format, whether performed by HDR or others, may not be accomplished without the introduction of inexactitudes, anomalies, omissions, and errors. In the event Electronic Media furnished by HDR is converted, the Contractor assumes all risk associated with such conversion.
7. **COMPUTER VIRUSES.** Contractor is advised to check all electronic media for computer viruses before loading the files. Contractor is fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with the electronic files and hereby agrees to waive, indemnify and hold HDR harmless from and against all claims of any type or nature asserted by Contractor or any third party as a result of viruses inadvertently transmitted with the electronic media.
8. **DATA EROSION.** Files distributed electronically are subject to data erosion, erasure and/or alteration, and computer systems and software become obsolete in time. By accepting these electronic files, Contractor acknowledges these risks and agrees to waive all claims against HDR should data erosion, erasure and/or alteration of these electronic files occurs.
9. **ALTERATIONS.** If Contractor, its employees, or agents choose to use or alter in any way, in whole or in part, the electronic files provided for the Project or any future project(s), or the electronic files are inadvertently altered in any way, Contractor agrees to waive, indemnify and hold HDR harmless from all claims, injuries, losses, damages, costs and expenses (including without limitation, attorneys' fees) arising out of such alteration or use.
10. **LIMITED LICENSE.** Contractor's right to use the Electronic Media provided by HDR is limited to the Project. Except as otherwise provided herein, no license or conveyance of any rights to the Electronic Media held by HDR or Client are granted or implied by this Electronic Media Release.
11. **COPYRIGHT.** All copies made pursuant to this Electronic Media Release shall bear the statutory copyright notice, if any, shown on drawings, specifications or other Instruments of Service provided as Electronic Media. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project will not be construed as a publication in derogation of Client's or HDR's copyrights or other reserved rights.

HDR Engineering, Inc. of the Carolinas

Signed:



Title: Senior Project Manager
Date: 2/7/2025