



A Geosyntec Company

August 24, 2022

RE: RE-BID Request for Bids
North Topsail Beach Reach/Phase 5 Truck Haul – Tranche Two

Potential Bidders:

The Town of North Topsail Beach recently advertised a Bid Package for the North Topsail Beach Reach 5 Truck Haul – Tranche Two project. Due to receiving only one bid, the submitted bid could not be accepted. As a result, the Bid Package has been re-bid and is again open for bidding. The previous August 1, 2022 Bid Package (and Addendum 1 dated August 18, 2022) remains materially the same for the re-bidding. The only change is that bids are now due on September 6, 2022, at 11am.

The original Bid Package and Addendum 1 can be downloaded from the following link (<https://www.northtopsailbeachnc.gov/bids-rfps-1>). Some updates to the Invitation to Bid, timeline, etc. are provided following this cover letter. All bid forms required for submittal can be found in the original August 1, 2022 Bid Package.

The proposed project remains the same and the Town of North Topsail Beach is seeking proposals from qualified contractors for construction of the North Topsail Beach Reach 5 Truck Haul – Tranche Two. The Base Bid project includes placing 290,000 cy (+/- 10 %) of beach compatible material along ~6,800 feet of shoreline on the southern portion of Reach 5. The sand source is an upland sand mine. Two upland mines are included in the proposal and other potential beach compatible sand mines can also be used (subject to engineer and permitting approval). Hauling and work on the beach will be necessary to perform the project. This project will generally place material on the upper beach and intertidal area (and not the dune). Plans are available digitally by contacting Fran Way, PE and will also be available on the Town's website: www.northtopsailbeachnc.gov.

In addition to the Base Bid described above, there are Alternate/Discretionary bid items on beach fill placement of up to ~423,000 cy along ~12,700 feet of Reach/Phase 4 shoreline. These Alternate/Discretionary bid items are dependent on state grant funding and permitting and split up into 5 sections (A,B,C,D,E).

Sealed proposals will be received by the Town of North Topsail Beach at Town Hall: 2008 Loggerhead Court, North Topsail Beach, NC 28460. Sealed proposals are due by Tuesday, September 6, 2022, at 11am local time. Proposals will be publicly opened and read immediately thereafter.

Owner: Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, NC 28460
Contact: Alice Derian, Town Manager
aderian@northtopsailbeachnc.gov

Engineer: Applied Technology & Management
941 Houston Northcutt Blvd., Suite 201
Mount Pleasant, SC 29464
(843) 414-1040 phone; Contact: Fran Way, P.E.
fway@appliedtm.com



CHANGES TO BIDDING DOCUMENTS

The previous Bid Package dated August 1, 2022 and the addenda associated with the previous bidding advertisement (where bids were due August 23, 2022) will serve as the Bid Package for the re-bidding advertisement currently underway.

The only change is that bids are now due September 6, 2022, at 11 am for this re-bid. As such, the Invitation to Bidders and Instructions to Bidders sections (Section A and Section C, respectively) have been updated as provided herein.

UPDATED SECTION A - INVITATION TO BID (RE-BID):

NORTH TOPSAIL BEACH REACH 5 TRUCK HAUL – TRANCHE TWO

Sealed bids will be received by the Town of North Topsail Beach, 2008 Loggerhead Court, North Topsail Beach, NC 28460, for the North Topsail Beach Reach 5 Truck Haul Project – Tranche Two, until Tuesday, September 6, 2022, at 11:00 AM when they will be opened publicly and read.

The OWNER for the project is the Town of North Topsail Beach.

The BASE BID work consists of a project requiring at least the following activities:

1. Excavation, truck haul, and placement of ~290,000 (+/- 10%) cubic yards of beach quality sediment from an upland sand mine.
2. Grading of the beach fill to the specified lines and grades along the ~6,800-foot project length.
3. Environmental compliance monitoring, as described in the project specifications and in-hand state and federal construction permits.
4. Two upland sand mines are permitted for the Base Bid and other sand mines may be used (subject to Engineer and regulatory permitting). See Appendix C of the Bid Package for existing sand mine info.

There is an ongoing beach nourishment currently occurring (Tranche One) that will resume work on November 16, 2022. The Base Bid described herein is referred to as Tranche Two and due to the overlapping nature of the beach access at Gray Street, Tranche Two cannot begin until Tranche One has been completed. The Tranche Two Base Bid project is slated to begin on or around February 2023 where sand placement will occur until April 30, 2023 (with potential permit extensions into May). It is assumed that all ~290,000 cy cannot be placed during this window and that the project will be completed during the next permitting window (November 16, 2023, to April 30, 2024).

The ALTERNATE/DISCRETIONARY BID work consists of a project requiring:

5. Excavation, truck haul, and placement of up to 423,000 cubic yards of beach quality sediment from an upland sand mine. The Alternate/Discretionary Bid will be separated into five (5) sections- A, B, C, D and E.
6. Grading of the beach fill to the specified lines and grades along the ~12,700-foot project total length (including A, B, C, D and E).
7. Environmental compliance monitoring, as described in the project specifications. State and federal construction permits are currently being processed.

The Alternate/Discretionary project is dependent on state grant funding (and not FEMA funding). The Alternate/Discretionary bids may not be awarded or only a few sections may be awarded. Additionally, the town requires up to 150 days following bid submission to award the Alternate/Discretionary bids which is dependent on grant funding and permit issuance. If awarded, the Alternate/Discretionary bid items can be worked on independently and concurrently with the Base Bid project. Alternate/Discretionary bid items may be awarded separately based on the outcome of the grant and permitting process.

Bid Documents are available online at <https://www.northtopsailbeachnc.gov/bids-rfps-1> or from the OWNER's ENGINEER for an electronic pdf download. Interested parties should contact Monica Stevens at ATM (843/414-1040 phone; 843/414-0155 fax) for additional information and to obtain copies of the Contract Documents.

Bids must be accompanied by a Bid Security in the form of a certified or bank cashier's check made payable to the OWNER, or a Bid Bond. The amount of the security shall not be less than 5 percent of the Bidder's total price indicated on the Bid Form (Base Bid).

A pre-bid conference was held on Wednesday, August 10, 2022, at 1 PM and no other pre-bid conferences are planned. Any questions shall be directed in writing to ATM per the Instructions to Bidders (Section C, Item 7). The last day to submit questions that require a response will be Tuesday, August 30, 2022. The bid closing date is Tuesday, September 6, 2022, at 11:00 am.

No Base Bid may be withdrawn for a period of sixty (60) days after the scheduled closing for receipt of bids.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

The OWNER encourages minority businesses to submit Bids for this project.

UPDATED SECTION C

BID INFORMATION: INSTRUCTIONS TO BIDDERS (RE-BID)

1.0 DESCRIPTION OF WORK

1.1 The Work includes furnishing all materials, equipment, and labor to construct the following items as specified in the plans and permits:

- BASE BID: Excavation, transport, and placement of approximately 290,000 cy (+/- 10%) of beach fill at North Topsail Beach for a project length of approximately 6,800 feet along the southern portion of Reach/Phase 5 shoreline. The Base Bid is a FEMA mitigation project that is contingent on Local Government Commission (LGC) funding.
- ALTERNATE/DISCRETIONARY ITEMS: Excavation, transport, and placement of up to 423,000 cy of beach fill at North Topsail Beach for a project length of approximately 12,700 feet. Along the Reach/Phase 4 shoreline. The Alternate/Discretionary bid items are separated into 5 sections (A,B,C,D,E) of shoreline and are dependent on state grant funding and permitting. Some or all Alternate/Discretionary items may not be awarded.

1.2 The method of construction, equipment to be used, safety plans, environmental protection plans, and work plans shall meet all specifications, and requirements detailed in the contract documents, and be approved in writing by the ENGINEER *prior to* initiation of any construction.

1.3 The timeline for the bidding process and construction activity will generally follow the schedule below:

August 1, 2022 – Bid documents were made available

August 10, 2022 – Non-mandatory Pre-bid meeting at 1pm at the Gray Street beach access was held

August 17, 2022 – Questions submitted after this date do not require a response (for the first bid, not the re-bid)

August 30, 2022 - Questions submitted after this date do not require a response for the re-bid.

September 6, 2022 – UPDATED - Bids due date and opening by Town of North Topsail Beach at **11am**.

September 9, 2022 – Contingent Notice of Award anticipated issuance for Base Bid. Note that the formal Notice of Award will be issued following state LGC funding finalization in October, 2022.

Final contracting to occur based on negotiations and coordination with winning bidder.

November 16, 2022 to April 30, 2023 – Permitted fill placement window

February, 2023 – Anticipated start date of Base Bid Tranche Two as the currently underway Reach 5 (Tranche One) project is anticipated to be constructed in November, December, and January.

Alternate/Discretionary Bid Items – No dates are provided and will be dependent on grant funding and permit issuance processes. If any of these items are awarded, they can be constructed independently and concurrently with the Base Bid.

November 16, 2023 to April 30, 2024 – Second permitted fill placement window

1.4 The State (NCDEQ/NCDENR) and USACE permits are in-hand for the Base Bid (see Appendix B of Bid Package). State and USACE permits for the Alternate/Discretionary items are in processing and will be provided when available.

2.0 DEFINED TERMS

2.1 Bidder: one who submits a bid directly to the OWNER.

2.2 Successful Bidder (CONTRACTOR): the reasonably priced, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award and with whom the OWNER executes an Agreement for the Work. The OWNER may reject any or all bids or portions of bids. The OWNER reserves the right to evaluate the Alternate/Discretionary items separately from the Base Bid.

2.3 Bidding Documents: Includes the Invitation to Bidders, Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price, Instructions to Bidders, General Conditions of the Agreement Between Owner and Contractor, EJCDC Contract Forms (including Construction Payment Bond, Construction Performance Bond, etc.), Bid Forms (including Bid Proposal Form, etc.), Standard General Conditions, Supplemental Conditions, Addenda, and Contract Drawings and Specifications.

2.4 OWNER:

Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, NC 28460
Contact: Alice Derian, Town Manager

2.5 ENGINEER

Applied Technology & Management
941 Houston Northcutt Blvd., Suite 201
Mount Pleasant, SC 29464
(843) 414-1040 phone
(843) 414-0155 fax
Contact: Fran Way, P.E.

3.0 COPIES OF BIDDING DOCUMENTS

3.1 Complete sets of the Bidding Documents may be obtained by contacting North Topsail Beach or the ENGINEER.

3.2 Complete sets of Bidding Documents must be used in preparing Bids; OWNER and ENGINEER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.3 OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

4.0 QUALIFICATIONS OF BIDDERS

4.1 Bidders must submit with the Bid Proposal evidence of capabilities to complete the North Topsail Beach Reach 5 Tranche Two Truck Haul project. This will include a list of similar projects (scope and size) successfully completed in the past, a reference list, an equipment list, a list of subcontractors, and other information requested by the ENGINEER or OWNER. Failure to submit qualifications information with the Bid Proposal may result in rejection of a Bid. Successful Bidder is required to have a Contractor's License with the State of North Carolina.

4.2 Each Bidder must be prepared to submit within ten (10) days after Bid opening and upon OWNER's request, detailed written evidence such as financial data, present commitments and other such information as may be called for by the OWNER to fully evaluate all Bids. Failure to submit additional qualifications information requested by the OWNER may result in rejection of a Bid.

5.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

5.1 It is the responsibility of each Bidder before submitting a Bid:

5.1.1 To satisfy themselves by personal examination of the regional, local and site conditions of the proposed Work;

5.1.2 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents;

5.1.3 To examine thoroughly the requirements of the Work and the accuracy of the estimate of the quantities of the Work to be done;

5.1.4 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

5.1.5 To review and consider the conditions placed upon the construction of the Project by State and Federal agencies in the Project permits;

5.1.6 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;

5.1.7 To promptly notify OWNER of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents; and

5.18 To determine that the Bidding and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

5.2 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground utilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request, the OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must restore the site to its equal or better condition upon completion of such explorations, investigations, test and studies.

5.4 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, "Examination of Contract Documents and Site", that without exception the Bid is premised upon performing and furnishing all Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given OWNER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by OWNER is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5.5 The provisions of 5.1 through 5.4, inclusive, do not apply to Asbestos, Polychlorinated Biphenyls (PCBs), Hazardous Waste or Radioactive Material.

6.0 AVAILABILITY OF LANDS FOR WORK, ETC.

6.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are shown on the Contract Drawings and/or will be agreed upon with the OWNER prior to construction. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. The beach accesses at Gray Street and at the beginning of New River Inlet Road are existing (see project plans). The beach access at 2nd Avenue was used in 2020 for a truck haul project, however, a dune crossover now occurs at this location. Removal of the 2nd Avenue crossover will be required.

7.0 INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the ENGINEER in writing. Interpretations or clarifications considered necessary by OWNER and ENGINEER will be issued by Addenda mailed, faxed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received after August 30, 2022 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER, and, if issued, will become part of the Bidding Documents.

8.0 BID SECURITY

8.1 Each Bid must be accompanied by Bid security made payable to the OWNER in an amount of five percent (5%) of Bidder's maximum total Base Bid price (inclusive of all phases and complete in place), in the form of a certified check, cashier's check, or a Bid Bond (included in Bid Forms section) issued by a surety meeting the requirements of Article 6 of the Standard General Conditions. All checks must be made payable to the Town of North Topsail Beach.

8.2 The Bid security of apparent Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the apparent Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) calendar days after the formal Notice of Award, OWNER may annul the Notice of Award and the Bid security of the Bidder will be forfeited. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

9.0 CONTRACT TIMES AND START DATE

9.1 *Work Plan:* It is the OWNER's desire for Work to begin as identified above in Section 1.3. The standard permitting nourishment window for this construction season is from November 16 to April 30. However, due to the currently underway Reach 5 fill project and common use of the Gray Street access, the Base Bid is anticipated to begin in February 2023 and extend to April 30, 2023 (with potential permit extensions into May). Any remaining Base Bid material not placed during this window will be placed beginning November 16, 2023. Bidders shall submit a detailed Work Plan and Schedule with their bids. The Work Plan must include all anticipated project milestones, including (at a minimum) dates of commencement, substantial completion, and final completion. Dates may be referenced (by days) from the formal Notice of Award or Notice to Proceed (both of which will be issued following final LGC financing approval anticipated in October 2022). Note that a contingent Notice of Award will be issued immediately following bidding. Final critical dates shall be determined during Contract negotiations between the selected CONTRACTOR and OWNER for the awarded bid. Contract Times may be extended, at the discretion of OWNER and permit conditions, to allow for weather delays or other circumstances which hinder the Work. Alternate/Discretionary Bid item timing is not known, however, it is the desire of the Town to perform as much of the Alternate/Discretionary items prior to April 30, 2023 (if awarded).

9.2 *Liquidated Damages*: The OWNER has included Liquidated Damages as part of the Contract. Terms for Liquidated Damages for failure to complete the Work during the Contract Time are set forth in Article 5.0 of the Agreement Between Owner and Contractor for a Construction Contract (Stipulated Price).

10.0 WORKING HOURS

10.1 The OWNER will permit the CONTRACTOR to work on the schedule described in Article 7 of the Standard General Conditions and as amended by the Supplementary Conditions. As portions of the project are adjacent to residences, the CONTRACTOR shall schedule the Work, to the extent possible, to minimize noise and disturbances on weekends, at night, and during early morning hours.

11.0 CONTRACT QUANTITIES

Contract quantities are as indicated on the Bid Form. Note that contract quantities are estimated and not guaranteed.

12.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.1 Bidders shall submit to OWNER a list of all Subcontractors, Suppliers and Consultants proposed for the Work, which account for more than ten (10) percent of the total Bid Price. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor and Consultant.

12.2 If after due investigation, OWNER has reasonable objection to any proposed Subcontractor, Supplier or Consultant, OWNER may before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid Price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to another responsive and responsible Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Any Subcontractor, Supplier or other party listed and to whom OWNER does not make written objection prior to giving of the Notice of Award, will be deemed acceptable to OWNER.

12.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

13.0 BID FORM

13.1 The Bid Form is included with the August 1, 2022 Bid Package; additional copies may be obtained from ENGINEER.

13.2 All blanks on the Bid Form must be completed by printing in black or blue ink or typed.

13.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

13.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

13.5 All names must be typed or printed in black or blue ink below the signature.

13.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

13.7 The address, telephone number, and contact name for communications regarding the Bid must be shown.

13.8 All supporting documentation and/or drawings shall be included as attachments to the Bid Form, including the following:

13.8.1 Qualifications and experience documentation including:

- Experience List
- Reference List
- Equipment List
- Subcontractor List
- Contractor's License

13.8.2 Bid Security;

13.8.3 Work Plan including proposed methods and schedule;

13.8.4 Acknowledgment of Receipt of Addenda.

14.0 SUBMISSION OF BIDS

14.1 Bids shall be submitted to the OWNER on or before September 6, 2022 at 11:00 AM at the address indicated in Item 2.4 above. Bids shall be enclosed in an opaque sealed envelope, marked with the Project title (North Topsail Beach Reach 5 Truck Haul - Tranche Two), and the name and address of Bidder. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. OWNER is not responsible for delays caused by the US Mail or any other delivery service. Bids not delivered by the date and time cited above may not be considered and may be returned unopened.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted and received at any time prior to the opening of Bids. Modified bid proposals shall be clearly marked, and shall supersede the prior bid proposal and shall be accompanied by all forms required in the Bid.

16.0 OPENING OF BIDS

16.1 Bids will be opened and (unless obviously non-responsive) read publicly at the place where Bids are to be submitted. An abstract of the amounts of the Bids will be made available to Bidders following review and within a week after final review of Bids.

17.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.1 All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but OWNER may, in its sole discretion, release and reject any Bid prior to that date.

18.0 AWARD OF CONTRACT

18.1 OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all non-conforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the OWNER to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

18.2 OWNER also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the lower prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

18.3 Upon opening of Bids, ENGINEER shall determine whether or not the bids are responsive to the prescribed requirement of the Contract Documents. Thereafter, in evaluating responsive bids, OWNER will consider the qualifications of Bidders, critical dates, bid prices, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.4 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the contingent Notice of Award.

18.5 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

18.6 If the Contract is to be awarded, it will be awarded to the responsive and responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the OWNER. It is the intent of the OWNER to award the Contract to one Bidder, however, the OWNER reserves the right to award portions of the Contract to any combination of Bidders that is in the best interest of the OWNER.

19.0 SIGNING OF AGREEMENT

19.1 When OWNER gives a formal Notice of Award to the apparent Successful Bidder (following final LGC financing approval), it will be followed by two unsigned counterparts of the Agreement. Within ten (10) business days thereafter CONTRACTOR shall sign and deliver two copies of the Agreement to OWNER with the required Insurance Certificates. Within ten (10) business days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20.0 CONTRACT SECURITY (Performance and Payment Bonds)

20.1 Having satisfied all conditions of award as set forth elsewhere in these documents, the Successful Bidder shall, within 10 days, furnish a surety Bond(s) in a sum not less than the amount of the Contract as awarded, as security of the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the CONTRACTOR may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such Bond(s) shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement.

The Bidder shall furnish the required Bond(s), in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties secured through the Bidders usual sources as may be agreeable to the parties.

20.2 Acceptable Surety Companies: To be responsible to the OWNER as Surety on Bonds, Surety shall comply with the following provisions:

- Surety must be licensed to do business in North Carolina.
- Surety must have been in business and have a record of successful continuous operations for at least three years.
- Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.
- Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders.
- Surety must have fulfilled all of its obligations on all other Bonds given to the OWNER.

20.3 No work can commence until the required Bonds and Insurance Certificates have been delivered to the OWNER. Upon receipt of the Bonds the OWNER may issue a "Notice to Proceed".

The Bidder shall require the Attorney-in-Fact who issues the required Bond(s) on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the surety in issuing the Bond(s).

20.4 The failure of the Successful Bidder to execute such Agreement and to supply the required Bond(s) within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the OWNER may grant, based upon reasons determined sufficient by the OWNER,

shall constitute a default, and the OWNER may either award the Contract to another responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting bidder shall have no claim against the OWNER for a refund.

21.0 PRE-BID SITE VISIT

21.1 There was a non-mandatory pre-bid conference held on Wednesday, August 10, 2022 at 1:00 PM at the Gray Street beach access. This meeting was not mandatory. No other pre-bid meetings are scheduled. Bidders are strongly advised to visit the site prior to submitting a Bid. Failure to do so will not relieve Bidder from completing the requirements of the Contract, and will not be grounds for changes in the Contract Time or Contract Price to allow for conditions unanticipated by the Bidder.

22.0 PAYMENTS TO CONTRACTOR

22.1 OWNER shall approve payment only for work done in accordance with the requirements of these Contract Documents, and in accordance with the schedule of Bid Prices. Upon satisfactory application by CONTRACTOR, the OWNER will make Progress Payments according to the terms set forth in Article 15 of the Standard General Conditions, as amended by Article 15 of the Supplementary Conditions.

22.2 Provisions for retainage are set forth in Article 15 of the Supplementary Conditions and in the Agreement between Owner and Contractor (Section B).

23.0 INSURANCE REQUIREMENTS

23.1 *Insurance:* The CONTRACTOR shall not commence any work until he obtains, at his own expense, all required Insurance. Such Insurance must have the approval of the OWNER as to limit, form, and amount. The CONTRACTOR shall not permit any Subcontractor to commence Work on this project until the same Insurance requirements have been complied with by the Subcontractor. Details of the required insurance are found in Article 6 of the Standard General Conditions, as amended by Article 6 of the Supplementary Conditions.

24.0 ORAL AGREEMENTS

24.1 No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

25.0 SAFETY

25.1 In accordance with generally accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the Work. This requirement

will apply continuously 24 hours per day until the acceptance of the Work by the OWNER and shall not be limited to normal working hours.

The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the Work and all other persons who may be affected thereby;
- All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the CONTRACTOR or any of his Subcontractors; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR shall comply with all applicable Laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER and the ENGINEER.