

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**FOR**

**Lake Lure Dredging Project**

**Dredging of the Rocky Broad River**

**Town of Lake Lure**

**RUTHERFORD COUNTY, N.C.**

**FOR**



**TOWN OF LAKE LURE  
P.O. BOX 255  
LAKE LURE, NC 28746**

**July , 2018**

CONTRACTOR: Tim Edwards Landscaping, Inc.

ADDRESS: P.O. Box 266, Mill Springs, NC 28756

CONTRACTOR'S LICENSE NUMBER:

## PROJECT CONTRACT

THIS AGREEMENT made this July 18 day of JULY, 2018 by and between The Town of Lake Lure, Lake Lure, NC, hereinafter called "Owner", and Tim Edwards Landscaping, Inc, Mills Spring, NC, hereinafter called "Contractor".

**WITNESSETH:** That for, and in consideration of the payments and agreements hereinafter written, to be made by the Owner; the Contractor hereby agrees with the Owner to commence and complete the construction described as follows; and hereinafter called the "Project".

**Lake Lure Dredge Project**  
**and**  
**Boys Camp Road De-water Site Restoration**  
**for**  
**Rocky Broad River and Other Designated Lake Areas**  
**Lake Lure, NC, North Carolina**

### **1. Scope of Work**

The owner hereby hires contractor to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete the project described as follows **Lake Lure Dredge Project and Boys Camp Road De-water Site Restoration**

### **2. Engineer**

The owner's consulting engineer, **Brown Consultants, PA**, hereinafter called the "Engineer" will provide technical assistance and construction observation on behalf of the owner.

### **3. Contract Price**

Contractor will be paid in accordance with the Pricing Schedule presented to the owner in contractor's bid proposal and attached to this contract as **Exhibit A**. The payment schedule is based upon a combination of unit priced items and lump sum priced items which summed together equal the total price of the project. Actual payment will be based upon actual final field measured quantities accepted by the engineer as completed.

Based upon estimated quantities in the bid proposal, the anticipated total amount of this contract is set at **\$432,700**. Any change in this amount that exceeds 5% must be approved by change order.

#### **4. Specifications**

This project is considered to be a performance-based type of work with completed project to meet results required by owner. Specifications for work performed are incorporated by reference into this contract and are attached as part of the Request for Informal Bid Proposals and Project Specifications, attached as **Exhibit C**.

#### **5. Extra Work**

Should the owner request any extra work in connection with the project, the contractor agrees to commence and complete any and all extra work in accordance with engineer's instructions for prices and conditions to be negotiated and written into a change order, signed by the owner, engineer and contractor. Forms required for change orders to be provided by the engineer.

Prices for items of work that have previously been established by contractor's proposal, **Exhibit A**, owner and contractor agree to use these prices for any extra work that involves these selected items.

No extra work shall be performed without an executed change order.

#### **6. Emergency Work**

Should emergency work be required as a result of conditions outside of the contractor's control, such as severe weather, and emergency work is required to protect or repair a condition that is in jeopardy of failure, the owner and/or engineer may verbally authorize the contractor to perform the work on a time and materials bases. However, a follow up change order shall be prepared as a basis of record of the emergency work and payment authorization.

#### **7. Subcontracted Work**

The contractor may subcontract portions of the work. All subcontractors and the work they perform will be presented to the owner and engineer at the preconstruction conference. The owner or engineer may reject any proposed subcontractor where there is not sufficient evidence of competency and experience.

Contractor may not subcontract more than 25% of the contract as defined by the contract price.

#### **8. Material Supplier**

The contractor will present a list of proposed material suppliers and the materials they will supply. The owner or engineer may reject any proposed material supplier where there is not sufficient evidence of materials meeting the specifications of agencies governing material standards, such as AWWA, ANSI, ASTM or other recognized material specification agency. Engineer shall have final authority as to whether or not materials meet specifications.

#### **9. Time Schedule**

Contractor shall commence work within fifteen (15) business days from the date of the execution of this contract, or other time as mutually agreed to by owner and contractor. The contractor agrees to work continuously until project is complete. All work schedules will be coordinated through the engineer.

By signatures below, contractor agrees to:

Begin work on: AUGUST 6, 2018 and complete project on: AUGUST 6, 2019  
Fill in date Fill in date

#### **10. Payments.**

The Owner agrees to pay the Contractor in current funds for the performance of the work to complete the project, subject to additions and deductions that occur as a result of actual field measurements, and any approved change orders.

The procedure for payment of work completed is as follows:

- a) Contractor will submit monthly invoices, including back-up data, detailing work completed for approval by the owner.
- b) Back-up data will include copies of all receipts for materials used by the contractor to construct the project. At preconstruction conference, the engineer will specify the material receipts required. Generally, receipts are required for any materials from a quarry, asphalt plant, transit mix concrete, pipe, masonry products, and other materials delivered to the site for the project. Receipts must include as a minimum: date, weight or item count, delivery time, and must have initials or signature of contractor's on-site superintendent to acknowledge actual delivery.
- c) Payment request together with back up data will be submitted to the engineer for approval.
- d) Engineer will review and/or approve payment request and submit to owner for payment.

- e) The owner may withhold 10% of payment request for retainage until the engineer approves the completed project and final payment is rendered.
- f) Any payment not received within thirty (30) days of the due date shall bear interest thereon at the rate of 1% per month until paid.
- g) Should owner fail to make payment by the due date as above specified, contractor has the right to suspend all work until the payment is received.

## **11. Final Payment**

Prior to final payment, engineer and owner will conduct a final inspection of the project with contractor and engineer will prepare a "punch list" of items that require additional work or corrective work to meet the specifications for the project. Upon completion of the punch list items, contractor will submit a final pay request to engineer for approval. The final pay request will include the following items:

- a) All supporting data as required by the engineer
- b) A contractor's warranty of all work for one (1) year from date of final engineer's project approval on form provided by engineer.
- c) A Contractor's final Affidavit & Waiver of Lien on form provided by engineer.
- d) Any operation and maintenance manuals or manufacturing data on equipment supplied, if applicable

## **12. Insurance**

Contractor agrees to carry general liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for personal injury and Five Hundred Thousand Dollars (\$500,000.) per accident for property damage.

Contractor shall also carry Workmen's Compensation Insurance coverage as required by State and Federal law.

Attached to this contract as **Exhibit B** is certificate of proof of liability and workman's compensation insurance.

Owner shall provide and maintain casualty insurance covering all risks, including equipment and materials of contractor's on-site and work in progress. Risk of loss shall be the owner's responsibility.

## **13. Permits**

Owner shall obtain and pay for all necessary local, state or federal permits and licenses required by law to perform this work.

#### **14. Access**

Owner agrees to, at all reasonable times, provide and maintain for contractor access to the premises where the work is to be performed.

#### **15. Safety**

Contractor shall not be required to perform any work at any time where such work or surrounding conditions would pose an unreasonable risk of danger of personal injury or property damage. Contractor agrees to follow all applicable Federal and State Department of Labor, OSHA regulations regarding working conditions.

#### **16. Breach of Contract**

Should the contractor (1) stop work and leave the project with out previous discussion and agreement with the owner or engineer and the project deteriorates to where additional work is required to restore the project to conditions when the contractor stopped work; or (2) leaves the project in a condition that subjects the public to safety concerns, or (3) refuses to correct work to requirements set forth by the engineer; the owner has the right to declare the contract breached, notify the contractor in writing of such and hire another contractor to complete the project.

Should the contractor and owner agree that the contractor may return and complete the project; any additional costs to complete the project to original design will be at 100% contractor's expense.

If owner fails to pay contractor all approved payment amounts which become due under this agreement or fails to perform its obligations hereunder, contractor may stop all work. If contractor has to refer such matters to an attorney; owner agrees to pay, in addition to the amount due, any and all costs incurred by contractor as a result of such action, including reasonable attorney's fee.

#### **17. Miscellaneous Provisions**

This agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, and assigns.

This agreement contains the entire understanding between the parties. There are no oral understandings, terms, conditions or representations which are not contained in this written agreement. This agreement may be modified only by written instrument signed by both of the parties.

**18. Execution**

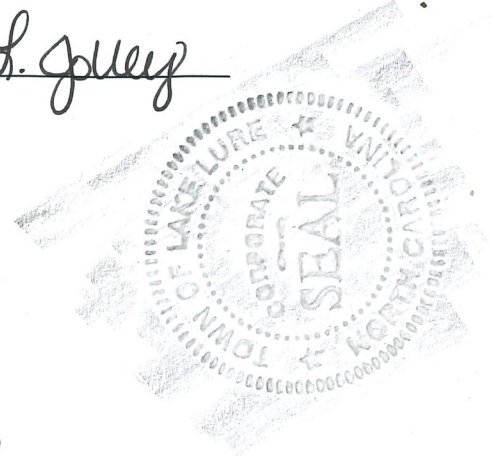
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**For the Owner: The Town of Lake Lure**

BY: C. Shannon Baldwin Attest: Michelle S. Jolley

~~Kevin Cooley, Mayor~~  
C. SHANNON BALDWIN  
INT. TOWN MANAGER

~~Michelle Jolley, Town Clerk~~  
Michelle  
(Town Seal)



**For the Contractor: Tim Edwards landscaping, INC**

BY: Tim Edwards Attest: Sam Karr

Name: Tim Edwards, Title: President name: Sam Karr

Contractors Bid Proposal  
**Exhibit A**

CONTRACT  
00500 - 7

FOR  
**Lake Lure Dredging Project**  
**Dredging of the Rocky Broad River**  
**Town of Lake Lure**  
**Re-Issued May 8, 2018**

**General Bid for Annual Hydraulic Dredging**

This form is to be used for Annual Hydraulic dredging  
 Please price the table below as individual items and then convert to a total  
 cubic yard price:

Company Name: Tim Edwards Landscaping Inc.  
 Date: 5-24-18

| Item # | Item                                     | Quantity | Unit | Unit Price | Total Price |
|--------|------------------------------------------|----------|------|------------|-------------|
| 1      | * Mobilization/De-Mobilization           | 1        | LS   | 18,000.00  | 18,000.00   |
| 2      | Hydraulic Dredge                         | 30,000   | CY   | 7.00       | 210,000.00  |
| 3      | Dewater/Haul off and Dispose<br>Sediment | 30,000   | CY   | 4.49       | 134,700.00  |
| Total  |                                          |          |      |            | 362,700.00  |

\* SEE SECTION 6C GENERAL CONDITIONS

**Bid for Boys Camp Road Dewater Site**

This form is to be used for cost of restoration to original conditions and lines  
 and grades of the Boy Camp Road site. To reshape, grade, remove all  
 sediment, and other work to restoration site. Estimated 10,000 CY of  
 sediment.

| Item # | Item                                            | Quantity | Unit | Unit Price | Total Price |
|--------|-------------------------------------------------|----------|------|------------|-------------|
| 1      | * Mobilization/De-Mobilization                  | 1        | LS   | 3500.00    | 3500.00     |
| 2      | Boys Camp Restoration<br>(estimated 10,000 cy.) | 1        | LS   | 6.65       | 66,500.00   |
| Total  |                                                 |          |      |            | 70,000.00   |

\* SEE SECTION 6C GENERAL CONDITIONS

General Bid Form for Emergency/Additional Dredging

This form is to be used for incidental and/or emergency work not listed as contractual work in this RFP

Company Name: Tim Edwards LANDSCAPING, Inc. Date: 5-24-18

| Item No. | Item                                               | Quantity | Unit | Unit Price | Total Price |
|----------|----------------------------------------------------|----------|------|------------|-------------|
| 1        | Standard excavator w/ operator LC200 or equal      | 1        | P.H. | 115.00     | 115.00      |
| 2        | Mini excavator w/ operator                         | 1        | P.H. | 75.00      | 75.00       |
| 3        | Long reach excavator (75') w/ operator             | 1        | P.H. | 150.00     | 150.00      |
| 4        | Track/tire loader w/ operator                      | 1        | P.H. | 85.00      | 85.00       |
| 5        | Dozer w/ operator                                  | 1        | P.H. | 95.00      | 95.00       |
| 6        | Dump truck w/ operator tandem or larger 5-10 miles | 1        | P.L. | 75.00      | 75.00       |
| 7        | Dump truck w/ operator or larger 15-20 miles       | 1        | P.L. | 75.00      | 75.00       |
| 8        | Mobilization of this equipment (Items 1-7)         | 1        | L.S. | Ø          | Ø           |
| 9        | Hydraulic dredging                                 | 1        | C.Y. | 8.00       | 8.00        |
| 10       | Wash/dewater                                       | 1        | C.Y. | 1.00       | 1.00        |
| 11       | Haul off and dispose sediment                      | 1        | C.Y. | 3.09       | 3.09        |

The Town of Lake Lure has experienced extensive flood events in the past, which have caused a significant amount of sedimentation to fill into the lake. This type of storm event requires the Town to have emergency dredging performed in the west end of the lake. The table above has been created for the Owner and Contractor to have an agreed upon amount for emergency and or incidental dredging using excavation and other types of equipment required for sediment removal. This bid will be separate from your annual dredging bid.

1. SUBMISSION OF BID

Bids are to be submitted in sealed envelopes, addressed as follows:

Dean Givens, Lake Operations Director  
2948 Memorial Highway  
Lake Lure, NC 28746

Bid for: Lake Lure Dredging Project – Dredging of the Rocky Broad  
River

The contractor name, address, of the bidder must be written on the  
outside of the envelope.

2. BID PROPOSAL SIGNATURES:

By submission of this bid, Bidder certifies, that this bid has been arrived at  
independently, without consultation, communication, or agreement as to  
any matter relating to this bid, with any other Bidder or with any  
competitor.

Respectfully Submitted:

Tim EDWARDS LANDSCAPING, Inc.

Type or Print Bidder Co. Name

Tim Edwards

Signature

President

Title

PO Box 266, Mill Spring, NC 28156

Address

828-817-1814

Business Phone

828-894-8209

Business Fax

edwardslandscaping  
@windstream.net

Business Email

END OF SECTION

**Contractor's Certificate of Liability & Workman's Compensation  
Insurance**

**Exhibit B**

CONTRACT  
00500 - 8



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                             |  |                                                                                                                                                                                 |  |
|---------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Penny Insurance Agency - Tryon Office<br>PO Box 500<br><br>Lynn NC 28750 |  | <b>CONTACT NAME:</b> John Gillie<br><b>PHONE (A/C, No, Ext):</b> (828) 859-6700<br><b>FAX (A/C, No):</b> (828) 859-6839<br><b>E-MAIL ADDRESS:</b> john@pennyinsuranceagency.com |  |
|                                                                                             |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                            |  |
|                                                                                             |  | <b>INSURER A:</b> Owners Company                                                                                                                                                |  |
|                                                                                             |  | <b>INSURER B:</b> Auto-Owners Mutual Insurance                                                                                                                                  |  |
|                                                                                             |  | <b>INSURER C:</b>                                                                                                                                                               |  |
|                                                                                             |  | <b>INSURER D:</b>                                                                                                                                                               |  |
|                                                                                             |  | <b>INSURER E:</b>                                                                                                                                                               |  |
|                                                                                             |  | <b>INSURER F:</b>                                                                                                                                                               |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL1871711072 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                       | ADDL INSD                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:         |                                 |          | 35165918      | 03/28/2018              | 03/28/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>INADJ \$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> 19<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |                                 |          | 4264618400    | 01/12/2018              | 01/12/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 750,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000                                                                  |
|          | <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                                                            |                                 |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                           | Y/N<br><input type="checkbox"/> | N/A      | 35032958      | 06/29/2018              | 06/29/2019              | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**\*\*Supplemental Name\*\***  
First Supplemental Name applies to all policies EXCEPT Professional Liability - The Rowboat Company, Inc dba Rowboat Dock & Dredge Inc., C&C Grading, Inc. NC Flatwater Outfitters, LLC: Skipjack Properties, LLC and Skipjack Harbor, LLC Skipjack Marine Development, LLC: Riverfront Maine, LLC aka Tailrace Marina; Robert Wilson; Island Environmental  
(See Attached Descriptions)

|                                                                                             |                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>Town of Lake Lure<br>P O Box 255<br><br>Lake Lure NC 28746 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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STATE OF NORTH CAROLINA

E-VERIFY AFFIDAVIT

TOWN OF LAKE LURE

\*\*\*\*\*

I, Tim Edwards (the individual attesting below), being duly authorized by and on behalf of  
Tim Edwards (the entity bidding on project hereinafter "Employer") after first being duly  
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO X
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.  
This 18 day of July, 2018.

Tim Edwards  
Signature of Affiant Tim Edwards  
Print or Type Name: \_\_\_\_\_

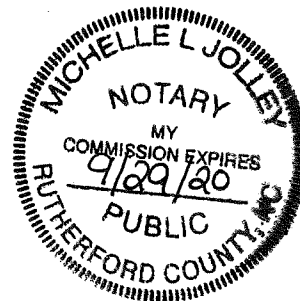
State of North Carolina County of Rutherford

Signed and sworn to (or affirmed) before me, this the 18th  
day of July, 2018.

My Commission Expires:

9/29/2020 Michelle L Jolley  
Notary Public

(Affix Official/Notarial Seal)



**Request for Informal Bid Proposals and Project  
Specifications  
Exhibit C**

CONTRACT  
00500 - 9

**Request for Informal Bid Proposals**  
**Lake Lure Dredging Project**  
**Re-Issued May 8, 2018**

**INFORMATION FOR BIDDERS**

1. TOWN CONTACT FOR BIDDERS

All communications from bidders will be to the Lake Operations Director;  
Dean Givens:

[loa@townoflakelure.com](mailto:loa@townoflakelure.com)

Cell 828-460-0623 Office 828-625-9983x501

P.O. Box 255 Lake Lure, N.C. 28746

2. RECEIPT OF INFORMAL BIDS

Sealed Bids will be received during normal business hours at Town Hall of the Town of Lake Lure, 2948 Memorial Highway, Lake Lure, North Carolina, 28746 until 2:00 p.m. local time on May 24, 2018. The Informal Bids will be opened by the Town staff and bidders will be notified thereafter.

3. PROJECT

Lake Lure — Rocky Broad River Dredging

4. DESCRIPTION

Hydraulically dredge and dewater lake sediment from the existing navigational channels located along the west end of Lake Lure known as the Rocky Broad River, Washburn Marina Bay, and Main Channel. Space for dewatering has been reserved on Happy Hollow Lane, off of Boys Camp Road and Morse Park.

5. INSTRUCTION TO BIDDERS

The successful bidder shall furnish a performance and payment bond for the total value of current year's project bid within ten (10) days after award of the contract. The performance and payment bond shall be executed by a company duly authorized to do business in the State of North Carolina. Certificates of Insurance - Satisfactory certificates of insurance shall be filed with the Town prior to starting any construction work on this contract.

- A. Workers' Comp and Employer's liability
- B. Comprehensive general liability

6. QUALIFICATIONS OF BIDDERS

The contractor is not required to have a general contractor's license. If Contractor sells mined material, the Contractor is required to have a MSHA Identification Number.

7. TIME OF STARTING WORK

Unless otherwise designated, the work shall be started within ten (10) days after receiving written notice to begin from the Town of Lake Lure. Contractor shall not commence work until receipt of such notice. Dewatering equipment can be mobilized and setup at the designated dewatering site on Happy Hollow Lane, or off of Boys camp Rd. or Morse Park prior to the dredging start date.

8. PREPARATION OF BIDS

Bids must be made upon the attached Contractor's Proposal form. All blank spaces must be filled in as noted in ink or type. Where the time for starting the work and length of time for completion is not designated then the Bidder shall designate each, and these estimates may be a consideration in the award of the Contract. Unit prices must be given for all items not marked "Lump Sum". All amounts must be extended and totaled, and in the case of a discrepancy between unit prices and amounts, the unit price shall govern. If the Bid is made by a partnership, it must be executed by one of the partners; if made by a corporation, by the President or some other officer authorized to execute contracts and acknowledged by the Secretary thereof. Alternate bids will not be considered unless specifically called for in the Proposal.

Proposal shall be addressed to the Town of Lake Lure, and be placed in sealed envelopes. The project title and name and address of the Bidder must appear on the outside of the envelope. For mailed bids the sealed envelopes shall be enclosed in a separate exterior mailing envelope. All bids shall be submitted before the time set forth in paragraph 2, "Receipt of Bids", of these specifications.

9. PROGRESS SCHEDULE

The approved bidder shall submit a progress schedule for the proposed work to the Town of Lake Lure, within seven (7) days after notification. This will include a list of equipment to be used, date of mobilization, dredging work and spoils work timeline.

10. OWNER

Whenever throughout these documents the word OWNER is used, it shall be interpreted to mean the Town of Lake Lure.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from Bidder prior to the time fixed for opening, but if Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same work. Negligence on the part of the Bidder in preparing the Bid confers no right to withdraw such Bid after it has been opened. No bidder may withdraw his bid for at least 90 days after scheduled closing time for the receipt of bids.

12. RIGHT TO ACCEPT AND REJECT BIDS

The Owner reserves the unqualified right to reject any and all Bids, or accept that Bid, or combination of Bids, if any, which in its sole and absolute judgment will under all circumstances best serve the public interest. In the event equal bids are received, the Owner reserves the unqualified right to accept that bid which will under all circumstances best serve the public interest.

13. CONDITIONS OF THE WORK

Each Bidder shall acquaint himself, by personal examination with the location of the proposed work, and shall inform himself of the actual conditions and requirements of the work, including risks, means of access, character of the soil and subsoil, restrictions and regulations. Failure to do so will not relieve a successful Bidder of his obligations to furnish all labor necessary to carry out the provision of the Contract documents and to complete the contemplated work for the consideration set forth in his Bid. The submission of a Proposal shall constitute and imply full knowledge of such conditions and regulations and acceptance of the risks therein contained.

14. PAYMENT

After presentation of the application for payment to the OWNER with the Project Representative's recommendation, the amount recommended will become due, and when due will be paid by the OWNER to CONTRACTOR not more than 14 days of OWNER'S receipt of approved invoice on such application for payment.

15. SCHEDULE AND SEQUENCE OF WORK

The Owner reserves the right to schedule the Contractor's operations on various sections of the work and/or designate the sequence of operations whenever the Owner deems necessary because of job conditions, inclement weather or for reasons in the best interest of the Owner.

16. PUBLIC SAFETY

The Contractor shall at all times, adhere to all local traffic control devices, rules and regulations. If any citations are issued, the Contractor shall be responsible for full restitution. Failure to do so, if required, may result in equal amounts of monies being retained by the Town of Lake Lure from amount due for completed work.

17. LOCATION AND INSPECTION OF SITE

- A. The site of work is located within the Town of Lake Lure city limits and sits just off of Boys Camp Rd. in Lake Lure, North Carolina.
- B. Prospective bidders are encouraged to inspect the site in order to become familiar with existing conditions and may make arrangements with Mr. Dean Givens, Lake Operations Director, Town of Lake Lure, North Carolina 28746 cell 828-460-0623. All bidders shall, by their bid submission, acknowledge that they understand the full scope of all work described within.

**GENERAL CONDITIONS**

1. DESCRIPTION/SCOPE OF WORK

- A. Lake Lure sits at the base of a steep 95 sq. mile water shed composing of three different counties. Erosion and development are among the leading cause of sediment entering Lake Lure to a tune of 30,000 cubic yards annually. Lake Lure's goal is to partner with a trusted dredging contractor to help keep Lake Lure a safe and beautiful recreation lake for property owners and visitors to enjoy for years to come. The Town desires to enter into a contract agreement with a dredging contractor to hydraulically dredge, dewater and haul off 30,000 cubic yards of sediment from the west end of Lake Lure. Contractor will be responsible for record keeping of sediment removal, weather, and lake levels among various other reportable data. Contractor will also be responsible for reporting record findings and progress of work to the project team at bi-weekly meetings.

- 7
- B. Work included: All labor, materials and equipment necessary to hydraulically dredge and dewater (i.e. belt filter presses, centrifuges, etc.) 30,000 cubic yards of sediment annually from the existing navigational channel located on the west side of Lake Lure – Rocky Broad River Dredging. All dredged materials will be removed and hauled away from Lake Lure's property as part of this contract. The work will consist of removing the soft accumulated sediment from within the areas designated by the owner down to the hard original lake bottom or to the maximum water depth specified below the normal lake level of 990 (MSL). The hydraulically dredged sediment will be pumped via HDPE dredge pipe to the designated dewatering site located on Happy Hollow Lane off of Boys Camp Rd.
  - C. Shall turbidity curtains be required, the Town & Contractor will work together to determine cost. The Town will reimburse the contractor for this cost. Turbidity curtains shall not be installed unless requested & approved by the Town and engineer.
  - D. A mutually agreed upon amount of dewatered sediment can be stockpiled onsite and will be removed by the contractor at such time the contractor is able to dispose of same in a timely manner. The Happy Hollow spoils site will be the primary operation site for dredging, dewatering, separating and washing sediment. The contractor will be responsible for up-keep and maintenance of the Happy Hollow lane, spoils location.
  - E. Contractor shall provide, install and maintain all temporary erosion control features, including straw bale ditch checks, silt fences, etc.
  - F. This work includes operation and maintenance of the sediment dewatering system and return water pipeline in a safe and sanitary condition meeting all return water effluent requirements as specified by DWNR permit; providing hydraulic or mechanical dredging equipment and experienced personnel capable of meeting the operating requirements of the project and maintaining safe and satisfactory conditions to the adjacent environment and public; installing, maintaining and removing all discharge piping in a safe condition and workmanlike manner; cleaning up and re-vegetating all disturbed areas involved in the hydraulic dredging operation.
  - G. Upon successful completion of dredging operation, the Town will have the option to renew contract for following year if agreed to by contractor. Overall dredge budget \$300,000 annual. (Dredging, Engineering, etc)

2. CONTRACT TIME

- A. This contract will be for the period of one year. It requires Contractor to give a cubic yard price to dredge, dewater and remove 30,000 cubic yards of sediment.
- B. The actual official start of construction will not begin until the Owner indicates in writing that the dredging area and sediment dewatering site has been issued the necessary regulatory permits.
- C. The amount of time allowed to substantially complete the hydraulic dredging portion of work will be from Weekend after Labor Day through last day of February. Known as a Dredging season or year. Sediment washing and removal shall be completed no later than August of that year. First year contract will be from June, 2018 thru August 31, 2019, and every year after September 1, thru August 31 the following year.
- D. Operation of the dredge is allowed anytime during daylight hours (typically 7:00 A.M to 5:00 P.M.) provided that all safety requirements are met and that the noise emission standards specified in this Specification Section are met.
- E. In this Contract, unless specifically stated as "working day", the term "day" or "calendar day" shall mean any day except no work on Saturdays, Sundays and legal holidays at the place of Work. Along with the work progress schedule, the Contractor will submit his schedule for normal working days.
- F. Claims for extension of time shall be stated in numbers of whole working days. In the case of claims for extension of time because of inclement weather, such extension of time shall be granted only because of inclement weather occurring on a normal working day and preventing the execution of the major or critical item of work underway at that time. Submit any weather related time extension requests to the Town's project manager within 14 days of the delay for approval.

### 3. UNDERGROUND OBSTACLES

- A. Pipe lines and other existing underground installations and structures in the vicinity of the work are shown on the maps according to the best information available to the Owner. The Contractor shall make every effort to locate all underground pipelines, conduits, cables and structures by contacting owners of underground installations and by prospecting in advance of trench excavation. The repair of existing installations cut by the Contractor shall be scheduled so as to cause the least possible inconvenience to the public and to the Owner. Any

delay or extra cost to the Contractor caused by pipelines, conduits, cables or other underground structures or obstructions shall not constitute a claim for extra work, additional payment, or damages.

B. Trees and brush that are snagged in the lake within the dredge area and above the water line shall be moved and placed on or along the shore to be removed by Owner.

C. It is the Contractor's responsibility to coordinate all work with the local utility suppliers for Lake Lure, North Carolina.

4. PERMITS AND LAWS

A. The Contractor shall comply with all Federal, State and Municipal Laws and Ordinances applicable to the work of this contract.

If the above Laws or Ordinances conflict with the Contract Documents, then the laws, or ordinances shall govern instead of the documents, except in such cases where the documents exceed the in quality of materials, or labor; then the documents shall be followed.

5. OVERDEPTH DREDGING

A. If a Contractor chooses for his own convenience or hydraulic efficiency to dredge to a depth deeper than indicated, he may do so but with no additional compensation from the Owner. Areas of proposed over depth dredging shall be approved by the Owner in writing prior to completion of any actual work.

6. PLAN and PAYMENT QUANTITIES

A. The total quantity of material to be removed by hydraulic dredging is 30,000 cubic yards annually.

B. Payment will be based upon

- Pre and post bathymetry (sonar)

C. **Mobilization - Demobilization:** Payment for the cost of mobilization / demobilization will be limited to a maximum of 10% of the total contract amount. The amount for mobilization / demobilization as listed in the bid shall not be reduced in determining the total bid amount. 90% will be paid on application for payment No. 1 and the remaining 10% paid on the final application for payment.

7. DREDGING OPERATION PLAN

- A. Contractor shall be responsible for submitting a Dredging Operation Plan listing sequence of dredging operation; pipe influent location; proposed operation of sediment retention cells and water control structure to meet effluent requirements; mobilization and demobilization sequence and schedule; office and material storage location; and all other items as listed in these Specifications. The plan shall be devised to meet the Water Quality requirements listed in this Section.
- B. **Contractor shall submit a copy of this Plan within thirty (30) days of the Award of this Contract and prior to mobilization.** Plan shall be reviewed by the Owner for coordination of work and comments regarding sequencing. After incorporating Owner's comments, Contractor will transmit a copy to the Owner. Any major deviation to the plan must be submitted by the Contractor for the Owner's review prior to implementation. This plan must be completed prior to the first monthly pay estimate. Failure to do so may require the delay of processing the pay request until properly completed.

8. DAILY LOG OF OPERATION

- A. The Contractor shall maintain a daily log and/or diary of all hydraulic dredging operations; including, but not limited to the following:
  - 1. Volume pumped
  - 2. Area dredged
  - 3. Depth of dredging
  - 4. Character of material dredged
  - 5. Hours of work and down time
  - 6. Number of shifts worked; number of employees; number and type of equipment
  - 7. Weather condition
  - 8. Unusual conditions
  - 9. Daily Water Levels
- B. Contractor shall make the log available at all times for review by Owner. Contractor shall furnish a copy of the entire log at the end of the project. At the Owner's option a copy of the Log may be requested to accompany Monthly Payment Requests.

9. LAKE LURE WATER LEVELS

- A. The normal pool elevation is "990 feet MSL" Water levels are recorded and managed by the hydroelectric supervisor.
- B. Daily water levels must be measured and recorded during dredging

operations in order to insure that the proposed dredging depths are reached in areas where water depths are specified. These water depths provide the basis for setting cutterhead depth and verifying as-built elevations.

- C. This information is made available for the Contractor's information only. The Owner does not assume any responsibility for the Contractor's interpretation of the data.

## 10. PAYMENTS

The Owner agrees to pay the Contractor in current funds for the performance of the work to complete the project, subject to additions and deductions that occur as a result of actual field measurements, and any approved change orders.

The procedure for payment of work completed is as follows:

- a) Contractor will submit monthly invoices, including back-up data, detailing work completed for approval by the owner.
- b) Back-up data will include copies of all receipts for materials used by the contractor to construct the project. At preconstruction conference the engineer will specify the material receipts required. Generally receipts are required for any materials from a quarry, asphalt plant, transit mix concrete, pipe, masonry products, and other materials delivered to the site for the project. Receipts must include as a minimum: date, weight or item count, delivery time, and must have initials or signature of contractor's on site superintendent to acknowledge actual delivery.
- c) Payment request together with back up data will be submitted to the engineer for approval.
- d) Engineer will review and/or approve payment request and submit to owner for payment.
- e) The owner may withhold 10% of payment request for retainage until the engineer approves the completed project and final payment is rendered.
- f) Any payment not received within thirty (30) days of the due date shall bear interest thereon at the rate of 1% per month until paid.
- g) Should owner fail to make payment by the due date as above specified, contractor has the right to suspend all work until the payment is received.

## 11. Final Payment

Prior to final payment, engineer and owner will conduct a final inspection of the project with contractor and engineer will prepare a "punch list" of items that require additional work or corrective work to meet the

specifications for the project. Upon completion of the punch list items, contractor will submit a final pay request to engineer for approval. The final pay request will include the following items:

- a) All supporting data as required by the engineer

## Bid Forms and Required Documents

- Bid forms
- Annual Hydraulic Dredging
- Emergency/Additional Dredging Requirements:
- Sales Tax Statement: When requested by the Town, each request for progress payment submitted by the contractor shall include a sales tax reimbursement statement (if sales taxes have been paid by the contractor).
- Performance and payment Bond
- Copy of insurance Certificate
- List of equipment intended for use on this project

BID FORM

FOR

**Lake Lure Dredging Project  
Dredging of the Rocky Broad River  
Town of Lake Lure  
Re-Issued May 8, 2018**

General Bid for **Annual Hydraulic Dredging**

This form is to be used for Annual Hydraulic dredging  
Please price the table below as individual items and then convert to a total  
cubic yard price

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

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

| Item # | Item                                     | Quantity | Unit | Unit Price | Total Price |
|--------|------------------------------------------|----------|------|------------|-------------|
| 1      | * Mobilization/De-Mobilization           | 1        | LS   |            |             |
| 2      | Hydraulic Dredge                         | 30,000   | CY   |            |             |
| 3      | Dewater/Haul off and Dispose<br>Sediment | 30,000   | CY   |            |             |
| Total  |                                          |          |      |            |             |

\* SEE SECTION 6C GENERAL CONDITIONS

Bid for **Boys Camp Road Dewater Site**

This form is to be used for cost of restoration to original conditions and lines  
and grades of the Boy Camp Road site. To reshape, grade, remove all  
sediment, and other work to restoration site. Estimated 10,000- CY of  
sediment.

| Item # | Item                                            | Quantity | Unit | Unit Price | Total Price |
|--------|-------------------------------------------------|----------|------|------------|-------------|
| 1      | * Mobilization/De-Mobilization                  | 1        | LS   |            |             |
| 2      | Boys Camp Restoration<br>(estimated 10,000 cy.) | 1        | LS   |            |             |
| Total  |                                                 |          |      |            |             |

\* SEE SECTION 6C GENERAL CONDITIONS

General Bid Form for Emergency/Additional Dredging

This form is to be used for incidental and/or emergency work not listed as contractual work in this RFP

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

| Item No. | Item                                               | Quantity | Unit | Unit Price | Total Price |
|----------|----------------------------------------------------|----------|------|------------|-------------|
| 1        | Standard excavator w/ operator LC200 or equal      | 1        | P.H. |            |             |
| 2        | Mini excavator w/ operator                         | 1        | P.H. |            |             |
| 3        | Long reach excavator (75') w/ operator             | 1        | P.H. |            |             |
| 4        | Track/tire loader w/ operator                      | 1        | P.H. |            |             |
| 5        | Dozer w/ operator                                  | 1        | P.H. |            |             |
| 6        | Dump truck w/ operator tandem or larger 5-10 miles | 1        | P.L. |            |             |
| 7        | Dump truck w/ operator or larger 15-20 miles       | 1        | P.L. |            |             |
| 8        | Mobilization of this equipment (items 1-7)         | 1        | L.S. |            |             |
| 9        | Hydraulic dredging                                 | 1        | C.Y. |            |             |
| 10       | Wash/dewater                                       | 1        | C.Y. |            |             |
| 11       | Haul off and dispose sediment                      | 1        | C.Y. |            |             |
|          |                                                    |          |      |            |             |

The Town of Lake Lure has experienced extensive flood events in the past, which have caused a significant amount of sedimentation to fill into the lake. This type of storm event requires the Town to have emergency dredging performed in the west end of the lake. The table above has been created for the Owner and Contractor to have an agreed upon amount for emergency and or incidental dredging using excavation and other types of equipment required for sediment removal. This bid will be separate from your annual dredging bid.

**1. SUBMISSION OF BID**

Bids are to be submitted in sealed envelopes, addressed as follows:

Dean Givens, Lake Operations Director  
2948 Memorial Highway  
Lake Lure, NC 28746

Bid for: **Lake Lure Dredging Project – Dredging of the Rocky Broad River**

The contractor name, address, of the bidder must be written on the outside of the envelope.

**2.BID PROPOSAL SIGNATURES:**

By submission of this bid, Bidder certifies, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other Bidder or with any competitor.

Respectfully Submitted:

|                               |                |
|-------------------------------|----------------|
| _____                         | _____          |
| Type or Print Bidder Co. Name |                |
| _____                         | _____          |
| Signature                     | Business Phone |
| _____                         | _____          |
| Title                         | Business Fax   |
| _____                         | _____          |
| Address                       | Business Email |

END OF SECTION



## **Addendum No. 1**

Issued: April 3, 2018

Project: Lake Lure Dredging Project

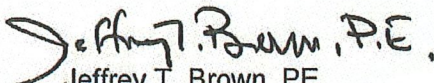
Bid Date: April 17, 2018 @ 2:00 p.m., Town Hall, Lake Lure, NC

Revised Bid Date: April 27, 2018 @ 2:00 p.m., Town Hall, Lake Lure, NC

Issued to: All Bidders

The following addenda are issued on referenced project and are hereby made a part of the bidding and contract documents:

1. **Receipt for Informal Bids:** Sealed Bids will be received until 2:00 p.m. local time on April 27, 2018.
2. **Plan and Payment Quantities:** Payment will be based only upon pre and post bathymetry (sonar).
3. **Description of work:** Shall flocking system and agents be required, the Town will pay all equipment and installation cost. The contractor is responsible for all chemical cost required due to this process.

  
Jeffrey T. Brown, PE  
President

Sheet 1 of 1



## **Addendum No. 2**

Issued: April 18, 2018

Project: Lake Lure Dredging Project

Bid Date: April 17, 2018 @ 2:00 p.m., Town Hall, Lake Lure, NC

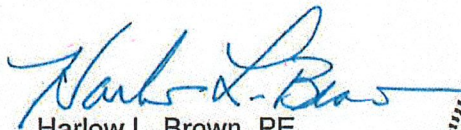
Revised Bid Date: April 27, 2018 @ 2:00 p.m., Town Hall, Lake Lure, NC

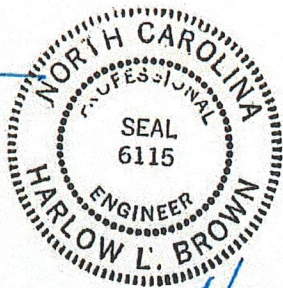
Issued to: All Bidders

The following addenda are issued on referenced project and are hereby made a part of the bidding and contract documents:

1. **Qualifications of Bidders:** The contractor is not required to have a general contractor's license. If Contractor sells mined material, the Contractor is required to have a MSHA Identification Number.

Should you have any questions, please advise.

  
Harlow L. Brown, PE  
Chief Engineer



4/18/18

Sheet 1 of 1