

NORTH CAROLINA
CURRITUCK COUNTY

CONTRACT # 4309
REQUISITION # 1147
PO # 20230938

CONTRACT FOR OCEAN SANDS NORTH AND CROWN POINT DITCH
IMPROVEMENTS

This Contract is made this 7th day of February 2023, by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Owner") and W.M. DUNN CONSTRUCTION, LLC., a North Carolina [corporation, limited liability company, etc.] existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

WHEREAS, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina and the Currituck County, North Carolina Purchasing and Contracting Policy, the County requested bids for OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS; and

WHEREAS, Contractor submitted the lowest responsive, responsible bid consistent with the Owner's needs; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, including the General Terms and Conditions, (2) Request for Informal Bids for OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS dated DECEMBER 5, 2022, (3) Addendum #1 to the Request for Informal Bids dated December 21, 2022, (4) Contractor's Bid Form dated January 10, 2023, and (5) Specifications. This procurement is governed by Chapter 143, Article 8 of the General Statutes of North Carolina, and the Currituck County, North Carolina Purchasing and Contracting Policy. All terms and conditions of statutes, policies and procedures are hereby adopted and incorporated by reference herein.
2. **Contract Term.** The contract shall be for a period of 60 consecutive days from the issuance of the Notice to Proceed.
3. **Contract Cost.** The contract shall be for a bid amount of One Hundred Fifty-One Thousand Five Hundred Dollars and Zero Cents.(\$151,500.00).
4. **Changes to Contract.** This contract and its references constitute the entire contract and understanding between the parties with respect to the matters contained herein. The contract supersedes any prior contracts, negotiations,

proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This contract may be modified, amended, or extended only by a written instrument executed by both parties.

5. **Liquidated Damages.** Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed within 60 days of the Notice to Proceed. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100 per day for each workday that expires after the 60-calendar day completion period.
6. **Termination.** This contract may be terminated by either party at any time upon seven (7) days written notice to the other party. Upon the termination of this contract, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.
7. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:

Donald I. McRee, Jr., County Manager
County of Currituck
153 Courthouse Road, Suite 204
Currituck, NC 27929

Notice to Contractor shall be made to:

Francis Dunn
W.M. Dunn Construction LLC.
PO Box 201
Powells Point, NC 27966

5. **General Terms and Conditions.** During the term of this contract, Contractor agrees to procure and maintain insurance which meets all Owner's requirements in the General Terms and Conditions.
6. **Counterparts.** This contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

7. **Severability.** If any provision of this contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
8. **Indemnity.** The Contractor agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Contractor to indemnify the Owner to the fullest extent permitted under North Carolina law.

The Owner agrees to indemnify and hold harmless the Contractor from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Owner except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to this provision to require the Owner to indemnify the Contractor to the fullest extent permitted under North Carolina law.

9. **Miscellaneous.** This contract shall be governed by the laws of the State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Currituck County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this contract. This contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this contract is determined to be unenforceable, then the remaining provisions of this contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Attest:

Leeann Walton
Clerk to the Board

Leeann Walton
Clerk to the Board

County of Currituck

Donald I. McRee, Jr.

Donald I. McRee, Jr.
County Manager

[COUNTY SEAL]

Attest:

W.M. Dunn

W.M. Dunn Construction, LLC.

By:

Francis Dunn

Print Name and Title:

Francis Dunn - Owner

[CORPORATE SEAL]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Budget Munkley

Sandra Hill
Finance Director

Deputy

CURRITUCK COUNTY
REQUEST FOR INFORMAL BIDS



**OCEAN SANDS NORTH AND CROWN POINT DITCH
IMPROVEMENT**

DECEMBER 5, 2022



NOTICE TO BIDDERS

DECEMBER 5, 2022

The County of Currituck, North Carolina ("the Owner") requests bids for OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENT.

Bids will be received by email to Crystal Owens, Contract Purchasing Agent at Bids@CurrituckCountyNC.gov until 10:00 a.m. Eastern Standard Time (EST) on January 10, 2023. Bids received after this deadline will not be accepted. It is the sole responsibility of the Bidder to ensure receipt of its' bid by the County. Confirmation of receipt by telephone can be made directly to Crystal Owens at 252-232-6000, ext. 4020.

Complete Contract Documents in digital (pdf) format for this project may be obtained from Crystal Owens, Contract Purchasing Agent, by email at Bids@CurrituckCountyNC.gov

A non-mandatory pre-bid meeting will be held on December 14, 2022 at 2:00 pm at the intersection of Driftwood Way and Mariner Drive, Corolla NC.

Questions and/or requests for clarification shall be submitted in writing to Crystal Owens by email to Bids@CurrituckCountyNC.gov no later than 10:00 a.m. on January 4, 2023.

All questions requiring additional information will be responded to in an addendum no later than 10:00 a.m. on December 19, 2022. All addenda shall become part of the Contract Documents.

This is an informal bid. Bids will not be opened publicly and read aloud. Award will be made to the lowest responsive, responsible bidder. No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 30 days.

All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses, Minority Owned Businesses, Veteran and Service-disabled Veteran Owned Businesses are encouraged to submit bids.

The County reserves the right to reject any or all bids and to waive informalities and defects, as it may deem to be in its best interest.

INSTRUCTIONS TO BIDDERS

1. DISTRIBUTION OF CONTRACT DOCUMENTS

Bidders shall obtain complete Contract Documents in digital (pdf) format via email from the Owner as indicated in the Notice to Bidders.

Bidders shall use complete Contract Documents in preparing bids. The Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete Contract Documents.

The Contract Documents will be available for the sole purpose of obtaining bids on the work. No license or grant of use is conferred by distribution of the Contract Documents.

2. PRE-BID MEETING

A non-mandatory pre-bid meeting will be held on December 14, 2022 at 2:00 pm at the intersection of Driftwood Way and Mariner Drive, Corolla NC.

3. QUESTIONS AND/OR REQUESTS FOR CLARIFICATION

The Bidder shall carefully review the Contract Documents, examine the site(s) and local conditions, and shall notify the Owner of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation.

Questions and/or request for clarification during the bid phase shall be submitted as indicated in the Notice to Bidders. Changes will be addressed through an Addendum.

Modifications and interpretations of the Contract Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

4. ADDENDA

Addenda will be transmitted electronically by email to Bidders known by the Owner to have received complete Contract Documents.

Addenda will be issued no later than 4 (four) days prior to the date for receipt of bids, except an Addendum withdrawing the request for bids or one which includes postponement of the date of receipt for bids.

Any addenda to specifications issued during the time of bidding are to be considered covered in the bid and in closing a contract they will become a part thereof. It shall be the Bidder's responsibility to ascertain prior to bid opening the addenda issued and to see that its bid includes any changes thereby required.

All addenda shall be acknowledged by the Bidder on the Bid Form.

5. PREPARATION OF BID

Bids shall be submitted on the provided Bid Form.

All blanks on the Bid Form shall be typed or legibly executed in blue or black ink.

Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

A Bidder shall incur all costs associated with the preparation of its Bid.

Bids shall include sales tax and all other applicable taxes and fees, overhead, and profit, and shall be the full compensations for the Bidder's costs involved in the work.

6. BASIS OF THE BID

The Bidder shall submit a lump sum bid for all work required by the Contract Documents.

7. SUBMISSION OF BIDS

Bids shall be submitted by email to Crystal Owens, Contract Purchasing Agent, at Bids@CurrituckCountyNC.gov no later than 10:00 a.m. Eastern Standard Time (EST) on January 10, 2023. The subject line of the email should include Ocean Sands North and Crown Point Ditch Improvements.

It is the responsibility of the Bidder to confirm receipt of its' bid by the County. Confirmation of receipt by telephone can be made directly to Crystal Owens at 252-232-6000, ext. 4020. Any bid received after the date and time specified will not be considered.

8. OPENING OF BIDS

This is an informal bid. Bids will not be publicly opened and read aloud.

9. REJECTION OF BIDS

The Owner reserves the unqualified right to reject any and all bids.

10. AWARD

Award of the contract shall be made to the lowest responsive, responsible bidder with the option to award system(s) according to available funding.

GENERAL TERMS AND CONDITIONS

1. GENERAL

The Contractor is responsible for verifying all dimensions and existing job site conditions prior to submitting a bid. It is understood and agreed that by submitting a bid that the Contractor has examined these Contract Documents and specifications and has visited the site of the work and has satisfied Contractor relative to the work to be performed. The Contractor agrees to accept the premises in its present condition and agrees to make no additional demands on the Owner for bringing the premises up to the standards of the specifications.

2. DEFINITIONS

Owner: "Owner" shall mean, the County of Currituck, North Carolina.

Contractor: "Contractor" shall mean the entity that will provide the services to the Owner.

Contract Documents: "Contract Documents" shall consist of the Notice to Bidders; Instructions to Bidders; General Terms and Conditions of the Contract; special conditions if applicable; the drawings and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the bid; the contract; the performance bond if applicable; and insurance certificates. These items together form the contract.

3. INTENT AND EXECUTION OF DOCUMENTS

The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.

In such cases where the nature of the work requires clarification by the Owner, the Owner shall furnish such clarification. Clarifications and drawings shall be consistent with the intent of the Contract Documents and shall become a part thereof.

5. SUBMITTAL DATA

The Contractor awarded the contract shall submit all specified submittals to the Owner. A minimum number of copies as specified by the Owner, of all required submittal data pertaining to construction, performance and general dimensional criteria of the components listed in the technical specifications shall be submitted. No material or equipment shall be ordered or installed prior to written approval of the submittals by the Owner. Failure to provide submittal data for review on equipment listed in the technical specifications will result in removal of equipment by

the Contractor at Contractor's expense if the equipment is not in compliance with the specifications.

7. MATERIALS, EQUIPMENT AND EMPLOYEES

- a. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of the Work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Contract Documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. No changes shall be made in the Work except upon written approval and Change Order of the Owner.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.
- e. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.
- f. If at any time during the construction and completion of the Work covered by these Contract Documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.
- g. The Contractor shall cooperate with the Owner in coordinating construction activities.
- h. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the project and exercise the appropriate quality control program to ensure

compliance with the project drawings and specifications. The Owner is responsible for determining compliance with the drawings and specifications.

8. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract upon issuance of the Notice to Proceed and shall fully complete all work hereunder within the number of consecutive calendar days stated in the Contract.

9. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the Work under this Contract. If the Contractor observes that the drawings and specifications are at variance therewith, Contractor shall promptly notify the Owner in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, Contractor shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

10. PROTECTION OF WORK, PROPERTY, THE PUBLIC SAFETY REQUIREMENTS

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. The Contractor shall be responsible for any damage to the Owner's property or that of others on the job, by Contractor or subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work site and shall fully comply with all state laws or regulations and North Carolina Building Code requirements to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the Work.

11. SUBCONTRACTS AND SUBCONTRACTORS

The Contractor is, and remains fully responsible for, Contractor's own acts or omissions as well as those of any subcontractor or of any employee of either. The Contractor agrees that no contractual relationship exists between the subcontractor and the Owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the Contractor.

12. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these Contract Documents shall apply equally to a subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Owner reserves the right to limit the amount or portions of work to be subcontracted as hereinafter specified.

13. CHANGES IN THE WORK AND CLAIMS FOR EXTRA COST

- a. The Owner may have changes made in the work covered by the contract. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the Contractor except upon receipt of approved change order from the Owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed. Should a claim for extra compensation by the Contractor be denied by the Owner, the Contractor may pursue his claim in accordance with N.C. Gen. Stat. § 143-135.3.
- c. Determining the values of changes, either additive or deductive, is limited to the following methods:
 - 1) Where the extra work involved is covered by unit prices quoted in the bid, or subsequently agreed to by the Contractor and Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c (2) herein. If neither party elects to proceed under c (2), then unit prices shall apply.
 - 2) The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Should concealed conditions be encountered in the performance of the work below grade or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, the contract sum and time for completion may be equitably adjusted by Change Order upon claim by either party made within thirty (30) days after the condition has been identified.

- e. Change Orders shall be submitted by the Contractor in writing to the Owner for review and approval. The Contractor will provide such proposal and supporting data in suitable format. Delay in the processing of the Change Order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim.
- f. A Change Order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

14. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience, after notification to the Contractor in writing via certified mail. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Contract.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Contract; plus, (2) such other costs actually incurred by Contractor as approved by Owner. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

15. REQUESTS FOR PAYMENT

Requests for payment will be submitted by the Contractor to the Currituck County Engineering Department. Requests may not be submitted for work that is not yet complete.

Final payment will be made within thirty (30) consecutive days after acceptance of the work and receipt of final pay request.

16. MINIMUM INSURANCE REQUIREMENTS

The Contractor shall not commence work until Contractor has obtained all required insurance and verifying certificates of insurance have been approved by the Owner.

These certificates shall document that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and/or Owner of such alteration or cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

- a. Worker's Compensation and Employer's Liability. The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law,

as well as employer's liability coverage with minimum limits of \$100,000.

- b. Commercial General Liability Insurance. Combined single limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- c. Commercial Automobile Liability. Combined single limit no less than \$1,000,000. Coverage shall include liability for owned, non-owned, and hired automobiles.
- d. Additional Insured. Contractor agrees to endorse the County as Additional Insured on Commercial General Liability and Commercial Automobile Liability.
- e. Certificate Holder. Certificate Holder shall be listed as: County of Currituck, 153 Courthouse Road, Currituck, NC 27929.

16. ASSIGNMENT

No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the Owner and solely as a convenience to the Contractor, the Owner may: (1) forward the Contractor's payment check directly to any person or entity designated by the Contractor, and (2) include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the Owner to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all contract obligations.

17. CLEANING AND RESTORATION OF SITE

The Contractor shall keep the site and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the site, and completely prepare the project and site for use by the Owner.

At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state.

18. GUARANTEE

The Contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the Owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Contractor shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.

Additionally, the Owner may bring an action for latent defects caused by the negligence of the Contractor, which is hidden or not readily apparent to the Owner at the time of final acceptance, in accordance with applicable law.

19. TAXES

North Carolina Sales Taxes and Use Tax do apply to materials entering into the Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into the Work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

20. EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein. The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

BID FORM

BID FOR OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that Bidder has examined the site of the work and the Contract Documents relative prior to the opening of bids and that the Bidder has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees if this bid is accepted to contract with the Owner, in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction for which a bid is shown, in full accordance with the plans, specifications and Contract Documents, to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum as set forth hereinafter.

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order by the Owner and shall fully complete all work thereunder within the time specified in the Contract. Applicable liquidated damages amount is as stated in the Contract.

Acknowledgment of Addenda:

Addendum No. 1	_____	Addendum No. 2	_____	Addendum No. 3	_____
Addendum No. 4	_____	Addendum No. 5	_____	Addendum No. 6	_____

Basis of Bid:

Bidder agrees to complete the Work in accordance with the Contract Documents for the following lump sum amount:

Lump Sum Bid:

\$ _____

\$ _____
Write out total in words.

CURRITUCK COUNTY
OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS

Respectfully submitted this the _____ day of _____ 202__ by:

Name of Business

Signature of Authorized Representative/Title

Print Name

Address

Email Address of Representative

N.C. General Contractor License No.

**NORTH CAROLINA
CURRITUCK COUNTY**

**CONTRACT FOR OCEAN SANDS NORTH AND CROWN POINT DITCH
IMPROVEMENTS**

This Contract is made this ____ day of _____ 202__, by and between the COUNTY OF CURRITUCK, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "Owner") and _____, a North Carolina [corporation, limited liability company, etc.] existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

WHEREAS, pursuant to Chapter 143, Article 8 of the General Statutes of North Carolina and the Currituck County, North Carolina Purchasing and Contracting Policy, the County requested bids for OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS; and

WHEREAS, Contractor submitted the lowest responsive, responsible bid consistent with the Owner's needs; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this contract:

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6. **Termination.** This contract may be terminated by either party at any time upon seven (7) days written notice to the other party. Upon the termination of this contract, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.
7. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to Owner shall be made to:

Donald I. McRee, Jr., County Manager
County of Currituck
153 Courthouse Road, Suite 204
Currituck, NC 27929

Notice to Contractor shall be made to:

8. **General Terms and Conditions.** During the term of this contract, Contractor agrees to procure and maintain insurance which meets all Owner's requirements in the General Terms and Conditions.
9. **Counterparts.** This contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

10. **Severability.** If any provision of this contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
11. **Indemnity.** The Contractor agrees to indemnify and hold harmless the Owner from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to require the Contractor to indemnify the Owner to the fullest extent permitted under North Carolina law.

The Owner agrees to indemnify and hold harmless the Contractor from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Owner except to the extent same are caused by the negligence or misconduct of the Owner. It is the intent of this provision to require the Owner to indemnify the Contractor to the fullest extent permitted under North Carolina law.

12. **Miscellaneous.** This contract shall be governed by the laws of the State of North Carolina. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the North Carolina General Court of Justice in Currituck County, North Carolina, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this contract. This contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this contract is determined to be unenforceable, then the remaining provisions of this contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Attest:

County of Currituck

Leeann Walton
Clerk to the Board

Donald I. McRee, Jr.
County Manager

[COUNTY SEAL]

Attest:

[Contractor]

By:_____

Print Name and Title:

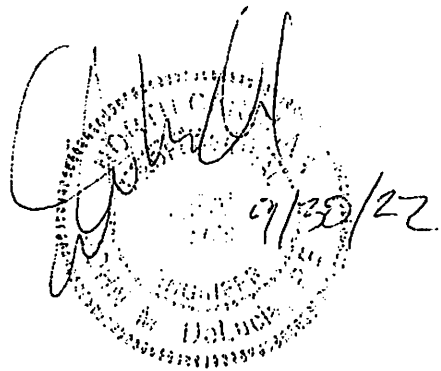
[CORPORATE SEAL]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandra Hill
Finance Officer

SPECIFICATIONS

Technical Specifications
&
Plans



Section 01010 – Summary of Work

Part 1 - General1.1 Description:

A. Summary:

1. The County of Currituck seeks a qualified Site Work Contractor to clean, enlarge, and reestablish a flow line of existing ditches within Sections M, N, P and Q in Ocean Sands North Subdivision. Work also includes removal and replacement of some culverts and cleaning some existing culverts which are a part of this ditch system. The is better described below and on the plans.

1.2 Ditch Cleaning

- i. The project includes to remove trees and shrubs from the ditch banks (predominantly in the east – west portion at the north end of the drainage system) and re-establish the ditch invert through the system which provides drainage to the lake in the Ocean Sands subdivision and from Crown Point Subdivision.
- ii. Erosion and sedimentation control measures will include the use of coir fiber log check dams and baffles prior to and during grading as well as seeding and matting to re-establish vegetative slopes.
- iii. Removal of a wooden foot bridge and existing culvert.
- iv. Installation of 90 linear feet of 30" diameter HDPE or PVC culvert
- v. Cleaning of existing drainage piping
- vi. Seeding, stabilization and matting.

1.1 Related Documents

1. Contract Documents, including Drawings and Specifications, for this Project were prepared by Currituck County and Albemarle & Associates, LTD.

1.2 Award of Contract:

A. Scope:

1. The Work described in these Specifications and Drawings is to be awarded in whole to a single General Contractor for the work. The Contractor receiving the award shall furnish all material, equipment, temporary facilities and services required to construct the following

generally described Project and all appurtenant construction thereto, as shown on the Drawings and as specified herein.

1.3 Quantities:

A. General:

1. Quantities shown on Plans and given in these Specifications should be verified by Contractor prior to bidding.

1.4 Contractor Use of Premises:

A. General:

1. During the construction period the Contractor shall have use of the premises for construction operations, including use of the right of ways. The Contractor's use of the premises is limited by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. **The Contractor must maintain all roadways in a passable condition. Driveways cannot be closed without notification to the County and affected Property Owners.**

B. Additional land for construction:

1. Contractor shall provide any additional lands required for the completion of this Project, storage of materials and equipment. Contractor shall secure access to same.

C. Availability of land:

1. The Contractor shall not, without written consent, enter upon or occupy any property, other than the Owner's land, public streets, roadways and rights-of-way furnished by the County. The Contractor shall not cause any interference with or hindrance to any individual in the pursuance of their normal Work.

D. Protection of property:

1. The Contractor, at his own risk and expense, shall shore up and otherwise protect buildings, highways, bridges, fences, walls and any other existing structures along the line or adjacent to the Work. In the event that any injury results to any private or public property or to any structure or thing whatsoever, the Contractor shall, at his own cost and expense, make all such repairs as may be necessary, and shall indemnify and save harmless the Owner from and against all suits, actions, claims, demands and liabilities which may arise.

E. Cleanup:

1. During the progress of the Work, the Contractor shall keep the premises and vicinity of the Work free from unsightly and disorderly piles of debris and materials resulting from or due to the construction of the Work. Suitable locations shall be allotted for various materials and for debris.

Materials shall be kept in their storage locations except as needed in the Work, and debris shall be properly and regularly collected and deposited in its allocated location, the intent being to avoid unnecessary unsightly and disorderly appearance and confusion and to promote an orderly and efficient conduct of the Work.

2. Upon completion of each element of the Work, the Contractor for that section shall shape up the ground adjacent thereto, removing all surplus excavated material and leaving the area free from hump and hollow.

1.5 Owner and Property Owner Occupancy:

A. Full-Owner and Property Owner Occupancy:

1. The Owner and Property Owners will occupy the site during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.6 Owner-Furnished items:

A. Access to Property:

1. The Owner shall provide those properties and/or easements for the construction which are shown on the Drawings and in these Specifications.

B. Permits

1. None

1.7 Engineer-Furnished Items:

A. The Engineer shall supply the following:

1. Drawings and Specifications. The Engineer will provide the Contractor with three sets of Drawings and Specifications after the execution of the contract. If additional Drawings and Specifications are required, the Contractor shall compensate the Engineer for the same. The Engineer will provide the Contractor with such revised Drawings and Specifications as may be required to show any authorized changes or extra Work. These Drawings and Specifications are the property of Albemarle & Associates, LTD and are furnished to the Owner and the Contractor for the construction of the Project under this contract only. The data given in the Specifications and shown on the Drawings are believed to be accurate, but the accuracy is not guaranteed. The Contractor must take all levels, locations measurements and verify all dimensions for the job site prior to construction and adapt his Work to the exact construction. Scale measurements taken from the prints are not considered for more than reference; the larger scale Drawings take precedence over all scales. Shop Drawings take precedence over all others.

Part 2 – Products

NIL

Part 3 – Execution3.1 Miscellaneous Provisions:

A. Regulatory Requirements

1. General: It is intended herein that all Work to be performed under this contract be in compliance with the latest editions of all applicable Federal, State and local codes, laws and regulations governing standards of design, construction workmanship, materials, types of equipment and methods of installation in the County of Currituck, North Carolina. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all cost arising therefrom.
2. Registration: All contractors and subcontractors performing Work under this contract shall conform to all requirements of the State of North Carolina regarding registration.

B. Safety

1. Each contractor along shall be solely and completely responsible for conditions of the job site in connection with his Work, including safety of all persons and property, preparatory to and during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
2. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measure in or near the construction site.

C. Accidents:

1. The Contractor shall provide, at the site, such equipment and medical facilities as necessary to supply first-aid service to anyone who may be injured. The Contractor must promptly report in writing to the Owner all accidents whatsoever arising out of, or in connection with the performance of the Work whether on, or adjacent to, the site and which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts, in writing, to the Owner, giving full details of the claim.

End of Section

SECTION 02200 EARTHWORK

PART 1 - DESCRIPTION

1.1 GENERAL:

A. Summary:

1. The Work covered by this Section of the Specifications consists of furnishing all labor, equipment and materials and performing all operations in connection with the excavating, filling, backfilling, grading, finish and cleanup as required for the completion of the Work in accordance with the terms and conditions on the Drawings and Specifications.
2. All Work performed under this Section shall be governed by *General Conditions of the Contract*, these Specifications and the Drawings.

B. Work not included:

1. The shaping of the bedding (if required), bell holes, initial and intermediate backfilling are specified in applicable divisions of the installation of pipe and appurtenances.

C. Availability of Lands:

1. Rights-of-way, permanent easements and temporary construction easements are shown on the Drawings or described in *General Conditions of the Contract*. Lands not shown or described but required for construction shall be the Contractor's responsibility.

D. Notice to Utility Companies:

1. Utility companies shall be notified in writing prior to construction and given a proposed schedule of progress. Copies of all letters of notification shall be furnished to the Owner. The Contractor shall protect all existing utilities. He shall assist and cooperate with the utility companies in locating and exposing existing facilities.

E. Responsibility Regarding Existing Utilities and Structures:

1. The existence and location of underground utilities or structures, whether indicated on the Drawings or not, are not guaranteed and shall be investigated and verified in the field by the Contractor before starting Work. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand.
2. The Contractor shall be held responsible for any damage to, and maintenance for and protection of, existing utilities and structures.

F. Erosion and Sediment Control Plan:

1. All earthwork shall comply with the provisions for the Soil Erosion and Sedimentation Control Design Manual as approved by the NC DENR, Division of Environmental Management, Land Quality Section.

PART 2 - PRODUCTS

2.1 GENERAL:

A. Summary:

1. This section includes definitions of materials associated with this section of these specifications.

B. Crushed Stone:

1. Unless stated otherwise, crushed stone shall conform to ASTM C-33 with gradation number 67.

C. Final Backfill:

1. General: Backfill, as referred to in this section of the Specifications, is that material placed above the initial and intermediate backfill as specified in applicable divisions for the installation of pipe and appurtenances.
2. Material: Backfill material shall consist of loam, clay, silt, sand or gravel which is free of cinders, ashes, refuse vegetable or organic material, frozen soil or stones more than 2 inches in their greatest dimension. Where excavated material does not provide sufficient quantity of material as described herein to complete the backfill, such additional material as may be required shall be furnished by the Contractor.

D. Warm Season Grasses:

Species	Pounds of Seed per 1,000 Square Feet	Optimum Time for Seeding
Centipede Grass	2 - 3	March - May
Bahia Grass	2 - 3	March - July
Weeping Love Grass	2	March - July
Common Bermuda Stoloncs	1 Bushel	April - July
Common Bermuda (Hulled)	2 - 3	April - July

E. Cool Season Grasses

Species	Pounds of Seed per 1,000 Square Feet	Optimum Time for Seeding
Italian Rye Grass	1 - 2	Sept. - Dec.
Tall Fescue	5 - 7	Sept. - Nov.
American Beach Grass	Sprig 1,000 plants per 2,500 S.F.	Nov. - Feb.
Common Bermuda (Unhulled)	2 - 3	Jan. - March

F. Fertilizers:

1. Fertilizers shall be a 10-10-10 mix

PART 3 - EXECUTION

3.01 GENERAL:

A. Prior Investigation:

1. Prior to general excavation, the Contractor shall make an investigation to the extent necessary to determine the location of existing underground utilities, structures or conflicts.

B. Protection of Existing Utilities:

1. Existing utilities, structures and fencing shall be protected during the construction period and, if damaged or removed by the Contractor in his operations, shall be repaired or replaced by him at no additional cost to the Owner.

C. Access to Property:

1. Bridging shall be provided to maintain access to public or private premises. Bridging shall be considered as part of excavation and will not be paid for as an extra.

D. Horizontal and Vertical Alignment:

1. Where detailed horizontal and vertical alignment is not given on the Drawings, the Contractor shall study the required horizontal and vertical alignment in relation to the pipe material and joints being used to insure that the maximum deflections are not exceeded, then additional fittings or joints shall be required.

E. Topsoil Removal:

1. In cultivated areas, lawns and public improved areas, topsoil shall be stripped to minimum depth of four inches, stockpiled as directed, and care taken in so doing to avoid mixing of subsoil and top soil. Topsoil shall be debt free from trash, brush and other debris, and shall only be handled when dry.

3.02 DEFINITIONS: (FOR USE IN THIS SECTION OF THE SPECIFICATIONS):

- A. Foundation: the material placed between the bottom of pipe, appurtenance or related structure, or their bedding, and the top surface of stable, undisturbed earth.
- B. Undercut: the distance between the bottom of pipe, appurtenance or related structure and top of stable, undisturbed earth.
 1. Undercut Up To 12 Inches: fill with approved embedment material placed in layers not exceeding 6 inches, compacted to at least 90% Standard Proctor Density.
 2. Undercut More Than 12 Inches: fill entire undercut with crushed stone (as described in this Section) placed as above.

3.03 TRENCHING:

A. Summary:

1. The Contractor shall perform all excavation described of whatever substance encountered to dimensions and depths shown on the Drawings or as specified herein. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be stored outside the Work area in a neat manner, as directed by the Owner or his Engineer.
2. The Contractor shall keep excavation as close to pipe laying operations as possible during the prosecution of the Work. The Owner or his Engineer reserves the right to stop the excavation at any time, when, in his opinion, the excavation is opened too far in advance of the pipe laying. In developed or improved areas, trenches shall not be left open overnight.

B. Dewatering:

1. The Contractor shall prevent the accumulation of water in trench excavation and shall remove, by well-point system and/or by other means satisfactory to the owner or his Engineer, any water or other liquid waste, which accumulates in the excavation. The Contractor shall provide the proper equipment to remove the water and other liquids from the excavation and its adjacent area. The Contractor shall prevent damage of any sort to public or private property or cause undue nuisance to the public. All water removed from the excavation site shall be piped to a storm drainage system or to a natural drainage area nearest to the excavation.

C. Sheet piling and Shoring:

1. The Contractor shall furnish and place all necessary bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures of all types and as necessary for the safety of the employees. All sheeting shall be removed by the Contractor during backfilling operations unless directed otherwise by the Owner or his Engineer.

D. Trench Dimensions:

1. Maximum Width: For general pipe laying, the maximum width of trench measured at the top of the pipe shall be the actual pipe O.D. plus twenty-four inches. Where this dimension is exceeded, the Engineer may impose additional bedding or backfill requirements. Such additional Work as may be required shall be performed by or installed by the Contractor at no additional cost to the Owner.
2. For installation of appurtenances, the trench shall be widened only to the extent necessary for proper installation.
3. Depth: The trench shall be excavated to a depth that will insure a minimum of twenty-four (24) inches of cover for the installed pipe as measured from the top of the pipe barrel to the ground surface at the centerline of the trench unless otherwise shown on the Drawings or directed. This requirement is to establish a minimum depth only.
4. Excavations shall be made to the approximate grades and/or depths shown on the Drawings or to such grade as may be required by the following paragraphs.

3.04 UNSTABLE SUBGRADE:

A. General:

1. In the event that undisturbed foundation material encountered is considered by Engineer to be unstable, an adequate foundation, approved by Engineer, shall be provided by Contractor and paid for as Extra Work.
2. When ordered in writing by Engineer, unstable material shall be removed and either disposed of or stabilized and replaced in a manner satisfactory to Engineer. When so directed, material disposed of shall be replaced with approved backfill material placed in layers not exceeding 6 inches, compacted to at least 90% Standard Proctor Density. Measurement for payment shall be made as specified in "Rock Excavation."
3. When ordered in writing by Engineer, replacement material shall be crushed stone (as described in this Section) placed as described above. Payment for crushed stone, so ordered, shall be made by the Owner.
4. The Contractor's particular attention is called to the fact that no payment shall be made for replacing excess, unauthorized excavation beyond the limits shown in the Drawings or used to correct conditions which have

resulted from the Contractor's negligence, or from Work during wet weather or other wet trench conditions resulting from the Contractor's choice of working area or weather conditions. The Contractor will be paid for stabilizing subgrade only when it can be shown that unstable subgrade conditions existed prior to excavation and when the Owner or his Engineer determines that a payment authorization is justified by natural ground conditions.

3.06 CRUSHED STONE:

A. Placement:

1. Unless otherwise specified, this material shall be placed and consolidated, if necessary, to achieve maximum density in place.

3.07 FINAL BACKFILL:

A. Placement:

1. Final backfill shall be placed by either hand or mechanical methods at the Contractor's option. When backfilling flexible gravity sewer pipe (PVC, Truss), the Contractor shall provide 30 inches of cover over the top of the pipe before wheel loading the trench, and 48 inches of cover before using hydro-hammers or similar equipment for compaction. Otherwise, no special placement method or procedure shall be required provided the required degree of compaction is obtained throughout the backfill.

3.08 COMPACTION:

A. Unimproved Areas:

1. In unimproved areas, such as cross-country and wooded section of the line, which are not subject to public travel, the backfill shall be lightly compacted by the machine placing the backfill. The trench shall be overfilled by the amount of anticipated settlement and left neatly rounded.

B. Under Sidewalks and Pavement, Other Traffic Areas and Lawns:

1. Soil backfill density shall be achieved of not less than 90% maximum dry density as determined by AASHTO T-99, Method A.

C. Appurtenances and Existing Structures:

1. Soil backfill placed under or around installed appurtenances or placed under or around existing structures or utilities shall be compacted to achieve not less than 90% maximum dry density as determined by AASHTO T-99, Method A. The volume receiving the specified degree of compaction shall include all disturbed soil beneath a line, inclined to 45 degrees and passing one foot from the structure at finished grade.

D. N.C.D.O.T. Right-of-Way:

1. In area covered by permit or special agreement, the backfill requirements shall be as described in the above paragraphs or as required by the permit or agreement, whichever is greater.
- 3.09 FINISHING:
- A. Disposal of Materials:
 1. Such portions of the excavated materials as needed shall be used for backfilling and grading about the completed Work to the elevations as shown on the Drawings or as directed. All excavated material in excess of the quantity required for this purpose shall be disposed of, as described in Division 1 - General Requirements, by the Contractor in those areas designated by the Owner or his Engineer.
 - B. Finish and Cleaning:
 1. The Contractor shall leave the mounding of earth over the trenches in a neat and uniform condition acceptable to the Owner or his Engineer. The Contractor shall make such provisions as may be necessary to divert surface water across or away from the line of the trench.
 2. In cultivated or improved areas where topsoil has been stripped, the topsoil shall be replaced as uniformly as possible over the disturbed areas.
 3. Cleanup of excess materials, debris, etc., shall be done promptly as practicable and shall not be left until the end of the construction period.
- 3.10 RESTORATION:
- A. General:
 1. All areas disturbed by this Work shall be restored to a condition equal to or better than the condition prior to construction as determined by the Owner or his Engineer.
 - B. Grass Plots:
 1. Grass plots, sod shrubbery, ornamental trees, signs, fences, mail boxes, etc. shall be restored to the condition existing prior to making the excavation as determined by the Engineer. The cost of doing this Work shall be included in the cost of various applicable items.
 - C. Alleys, Driveways, Roadways:
 1. Roadways, alleys and driveways constructed with pavement, stabilized soil or gravel that are traversed by the excavation Work shall be restored to the condition existing prior to making the excavation as determined by the Engineer. The Contractor may reclaim existing material by stockpiling or other acceptable means, or he may furnish and compact new material. New or reused material shall be compacted to a minimum of 95% of the maximum density as determined by AASHTO T-99, Method A. The cost of doing this Work and the furnishing of any new material required shall be

included in the cost of the Work and no separate payment shall be made, unless a separate bid item is provided in the Contract.

D. Paved Ditch, Sidewalk, Curb and Gutter Removal and Replacement:

1. Paved ditch, sidewalk, curb and gutter removal and replacement required in the construction of this Work shall be done by the Contractor. The Contractor shall either stock pile or dispose of this material as directed by the Owner or his Engineer. All brick, concrete or built-up asphalt sidewalk replacement and curb and gutter replacement shall be replaced with like material in a manner and condition equal to or better than that existing at the time of removal as determined by the Engineer. Materials and method of replaced state highway sidewalks or curbs or ditches shall conform to the Specifications of the agency having jurisdiction.

E. Fine Grading:

1. All finished areas shall be graded smooth, hand-raked where necessary and shall meet the elevations and contours shown on the Drawings. All lumber, earth clods or rocks larger than four inches and other undesirable materials shall be removed from the site at the completion of construction.

3.11 FINISH GRADING AND SEEDING:

A. General:

1. Contractor shall adhere to the following requirements as well as the seeding requirements shown on the Plans.

B. N.C.D.O.T. Right-of-Way:

1. In those areas covered by permit or agreement, the conditions of the permit or agreement shall prevail.

C. Landscaped Areas:

1. In landscaped areas finished grading shall result in a uniform finish free of clods, rills or depressions. Hand raking shall be performed where required to achieve the degree of finish or provide suitable surface for seeding.
2. Areas requiring seeding shall be seeded as required to achieve a finish of equal type, quality and density to surrounding areas. Sufficient mulch shall be applied to maintain the surface and protect the new vegetation until stabilized.

D. Unimproved Areas:

1. Unimproved areas created by this construction shall be finish graded and seeded to stabilize soil. Seeding shall be applied as specified in Part 2 Products. Remaining open areas shall be landscaped by owners.

E. Fertilizer Recommendations:

1. Apply 10-10-10 at rates of 25 lbs/1,000 square feet in early spring (April) and late summer (August) to build up food reserves and increase winter hardiness. Apply nitrogen at rates of 1-2 lb/1,000 square feet every 4 to 8 weeks during summer. Do **NOT** apply large amounts of nitrogen in the growing season (early fall) since this makes warm season grasses more susceptible to winter kill. These are general recommendations - soil test to be sure in fertilizing warm-season grasses.
 2. Proper fertilization for cool-season grasses should be guided by soil tests. In the absence of a soil test, follow these general recommendations:
 - a. Apply 25 lbs/1,000 square feet of 10-10-10 in early fall (September) and late winter (February).
 3. Do not apply nitrogen on cool season grasses between June-September when these grasses are dormant. This may increase chances for disease to invade and kill these plants.
- F. Liming:
1. The sands of the Outer Banks generally require little or no liming. Lime according to soil test only.
- G. Mulch:
1. Mulch 4,000 lb/acre straw, anchor straw by tacking with asphalt, netting, or a mulch-anchoring tool. A disk with blade set nearly straight can be used as a mulch-anchoring tool.

3.12 MAINTENANCE:

- A. General:
1. Satisfactory stabilization and erosion control requires a complete vegetative cover. Even small breaches in vegetative cover can expand rapidly and if left unattended, can allow serious soil loss from an otherwise stable surface. A single heavy rain is often sufficient to greatly enlarge bare spots, and the longer repairs are delayed, the more costly they become. Prompt action will keep sediment loss and repair cost down. New seedlings should be inspected frequently and maintenance performed as needed. If hills and gullies develop, they must be filled in, re-seeded, and mulched as soon as possible. Diversions may be needed until new plants take hold.
 2. Maintenance Requirements Extend Beyond The Seeding Phase. Weak or damaged spots must be relined, fertilized, mulched, and reseeded as promptly as possible. Refertilization may be needed to maintain productive stands.

END OF SECTION

SECTION 2500 – TEMPORARY E & S CONTROL**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
 - 1. Temporary erosion and sedimentation control measures during construction.
 - 2. Cleaning, repair, and restoration of adjoining properties and roads necessitated by erosion and sedimentation from the project site during the course of the project.
- B. The following Sections contain requirements that relate to this Section:
 - 1. Specifications Section "Summary" for restrictions on use of site and related protection of existing site features.

1.2 DEFINITIONS

- A. Soil stabilization refers to measures which protect soil from the erosive forces of raindrop impact and flowing water and wind.
- B. Erosion control structures refers to silt fences, sediment traps, outlet traps, diversion berms, stabilized construction entrances, and similar devices constructed for the purpose of retaining and controlling sediment.

1.3 SYSTEM DESCRIPTION

- A. Performance Requirements: Meet the following requirements:
 - 1. Control erosion on the construction site.
 - 2. Protect existing undisturbed areas from effects of erosion.
 - 3. Retain sediment within the boundaries of the site.
 - 4. Prevent damage to properties outside the construction limits from silting due to construction of the project.
 - 5. Maintain erosion and sedimentation control structures in good working condition.

1.4 SUBMITTALS

- A. Submittals for Quality Assurance
 - 1. NCDENR field reports.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements
 - 1. Comply with requirements of North Carolina Erosion and Sediment Control "Planning and Design Manual".
 - 2. Comply with performance standards of North Carolina Sedimentation Pollution Control Act of 1973.
 - 3. Comply with requirements of North Carolina Department of Environment and Natural Resources, Division of Land Resources, Land Quality Section (NCDENR DLR LQS).
 - 4. The owner has obtained approval of the erosion and sediment control plan from NCDENR DLR LQS. This approval is included within these contract documents and the contractor is fully responsible for adherence to the permit and associated conditions. Additionally, the contractor shall obtain any additional permits needed for work of this Section.
 - 5. Pay all fees, fines, and assessments related to Work of this Section charged or levied by authorities having jurisdiction.

1.6 SEQUENCING AND SCHEDULING

- A. Scheduling of work
 - 1. Schedule and perform clearing and grubbing operations such that subsequent grading operations and erosion control applications can be installed immediately.
 - 2. Conduct excavation, borrow, and embankment operations such that cuts and fills will be completed to final grades in a continuous operation.
 - 3. Plant all construction areas not otherwise protected with permanent vegetative cover so that temporary vegetative protection is provided within fourteen (14) calendar days after completion of any phase of grading throughout construction. This applies to areas of disturbance which may not be at final grade but will remain dormant (undisturbed) for longer than 14 days.
 - 4. Apply permanent vegetation for soil stabilization to denuded areas within fourteen (14) calendar days after final grade is reached on any portion of the site.

PART 2 - PRODUCTS**2.1 MATERIALS****A. Stone materials**

1. Washed filter stone, ASTM D448-86(93), size as indicated.
2. Rip rap stone, size as indicated.

B. Geotextiles

1. Sediment Fence Fabric: Polypropylene, woven monofilament geotextile, UV and soil chemical resistant:
 - a. Puncture strength, ASTM D4833, 60 lb (265 N).
 - b. Apparent Opening Size, ASTM D4751, 0.60 mm
 - c. Water Flow Rate, ASTM D4491, 75 gpm/ft² (3055 l/min/m²).
2. Synthetic Filter Fabric and Sediment Trap Fabric: Polypropylene, staple fiber, needle punched non-woven geotextile, UV and soil chemical resistant:
 - a. Puncture strength, ASTM D4833, 55 lb (240 N).
 - b. Apparent Opening Size, ASTM D4751, 70 US std. Sieve, (0.212 mm).
 - c. Water Flow Rate, ASTM D4491, 110 gpm/ft² (4480 l/min/m²).
3. Tree Protection Barrier:
 - a. Polyethylene Orange UV Stabilized
 - b. Barrier Height 48"
 - c. Mesh Size 2.5" x 1"
 - d. MD Break Load 480 lb per foot
 - e. MD Yield Strength 455 lb per foot

C. Erosion Control Blanket:

1. Erosion control blanket to be light weight degradable polypropylene (1.64 lbs/1000 sf photodegradable) with 100% agricultural wheat straw fiber blanket (0.5 lbs/sq. yd.).

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify that condition of project site corresponds with information given in the construction drawings.
- B. Inspect project site, areas of property outside of project site, and surrounding properties.
 1. Note and bring to the immediate attention of the Architect any existing disturbed soil conditions, erosion, or sedimentation requiring abatement or documentation.
 2. Provide project site border documentation in the form of videotape clearly showing the existing conditions at the construction limits of the project site. Submit copy to Architect for record purposes.
- C. Stabilize soil stockpiles with temporary vegetative cover or provide sediment-trapping measures to prevent soil loss. Refer to Division 2 Section "Lawns and Grasses."
- D. Establish the angle for graded slopes of soil stockpiles and fills no greater than the angle, which can be retained by vegetative cover or other adequate erosion control devices.
- E. Establish a permanent vegetative cover on denuded areas not otherwise stabilized.
- F. Permanent vegetation shall not be considered established until a ground cover is achieved which, in the opinion of the Architect and the Erosion Control Inspector or his designated agent, is mature enough to control soil erosion satisfactorily and to survive severe weather conditions.

3.2 SEDIMENT CONTROL DEVICES

- A. Construct all sediment control devices prior to beginning clearing and grubbing of the site. Construct as indicated and as additionally required to provide sediment control specified and required by authorities having jurisdiction.
 1. Silt fences: Construct as indicated utilizing wood or metal posts of length adequate to remain firmly secured. Secure filter fabric to posts. Lap fabric ends minimum 12 inches and secure lap with post. Bury bottom edge of filter fabric in subgrade as indicated.
 2. Sediment traps: Construct as indicated utilizing wood or metal posts of length adequate to remain firmly secured. Use nonwoven fabric specified. Secure filter fabric to posts. Lap fabric ends minimum 24 inches and secure lap with posts. Bury bottom edge of filter fabric in subgrade and side slopes as indicated.
 3. Outlet traps: Construct as indicated.
 4. Drop Inlet Protection: Construct as indicated.

5. Open Pipe Protection: Construct as indicated.
6. Diversion berms: Construct as indicated and as additionally required to control runoff from construction operations.
7. Stabilized construction entrances: Construct as indicated, maintained throughout construction, restore to pre-construction condition at end of contract

3.3 PROTECTION AND CLEANING

- A. Maintain all devices for sediment control in proper working order for the duration of the project. When control devices become filled halfway to capacity, remove sediment and deposit onsite in such a manner as to preclude further erosion of deposited sediment. Clean and reset device in proper working order.
- B. Restore protection to protected stockpiles and slopes immediately following disturbance.
- C. Repair eroded areas prior to placement of topsoil and/or establishment of permanent vegetation.

3.4 REMOVAL OF TEMPORARY DEVICES

- A. Upon establishment of permanent vegetation on all areas that contribute drainage to the device, request approval of Architect and authorities having jurisdiction prior to dismantling of erosion control devices.
- B. Dismantle and remove silt fences; clean out and fill silt basins, and remove all other temporary erosion and sediment control devices.
 1. Where silt basins are to be used for permanent stormwater control areas, the bottoms of the basins shall be disced to restore infiltrative properties and regarded to meet design conditions. Care shall be taken to avoid compacting the bottom of the basin.
- C. Provide fine grading and seeding of remaining unfinished areas as indicated in accordance with requirements of Division 2 Section "Lawns and Grasses".

END OF SECTION

SECTION 4900 – STORM DRAINAGE**PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes storm drainage outside the building.
- B. Related Sections include the following:
 - 1. "Subdrainage" for foundation drains connecting to storm drainage.

1.2 PERFORMANCE REQUIREMENTS

- A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.3 SUBMITTALS

- A. Product Data: For the following:
 - 1. Pipe materials and fittings.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic structures, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.5 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineers written permission.

PART 2 - PRODUCTS**2.1 PIPING MATERIALS**

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.2 PIPES AND FITTINGS

- A. Corrugated PE Drainage Tubing and Fittings: AASHTO M 252, Type S, with smooth waterway for coupling joints.
 - 1. Silttight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with tube and fittings to form watertight joints.
- B. Corrugated PE Pipe and Fittings: AASHTO M 294, Type S, with smooth waterway for coupling joints.
 - 1. Watertight Couplings: PE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings to form watertight joints.
- C. PVC Storm Sewer Pipe and Fittings: According to the following:
 - 1. PVC Sewer Pipe and Fittings, NPS 15 and Smaller: ASTM D 3034, SDR 35, for solvent-cemented or gasketed joints.
 - a. Gaskets: ASTM F 477, elastomeric seals.
 - 2. PVC Sewer Pipe and Fittings, NPS 18 and Larger: ASTM F 679, T-1 wall thickness, bell and spigot for gasketed joints.
 - a. Gaskets: ASTM F 477, elastomeric seals.

2.3 PIPE OUTLETS

- A. Rip Rap Aprons/Energy Dissipators: NCDOT 868.02
- B. Flared End Sections: Of same size and material as pipe.

PART 3 - EXECUTION**3.1 EARTHWORK**

- A. Excavating, trenching, and backfilling are specified in Section 331000 "Earthwork."

3.2 IDENTIFICATION

- A. Materials and their installation are specified in Section 331000 "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures, when required by Utility Agencies having jurisdiction.

3.3 PIPING APPLICATIONS

- A. General: Include watertight joints, unless watertight joints are indicated.
- B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products. Use pipe, fittings, and joining methods according to applications indicated.
 - 1. Gravity-Flow Piping: Use size and type indicated.

3.4 INSTALLATION, GENERAL

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.
- C. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

3.5 PIPE JOINT CONSTRUCTION AND INSTALLATION

- A. General: Join and install pipe and fittings according to installations indicated.
- B. Refer to Division 2 Section "Utility Materials" for basic piping joint construction and installation.
- C. Ductile-Iron Sewer Pipe with Ductile-Iron Fittings: According to AWWA C600.
- D. Corrugated-Steel Pipe: Join and install according to ASTM A 798. Use standard joints made with coupling bands, unless otherwise indicated.
- E. PE Pipe and Fittings: As follows:
 - 1. Join pipe, tubing, and fittings with couplings for watertight gasketed joints according to manufacturer's written instructions.
 - 2. Install according to ASTM D 2321 and manufacturer's written instructions.
 - 3. Install corrugated piping according to the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
- F. PVC Sewer Pipe and Fittings: As follows:
 - 1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
 - 2. Install according to ASTM D 2321.
- G. Concrete Pipe and Fittings: Install according to ACPA's "Concrete Pipe Installation Manual." Use the following seals:
 - 1. Round Pipe and Fittings: Tongue and groove with mastic sealant.
- H. System Piping Joints: Make joints using system manufacturer's couplings, unless otherwise indicated.
- I. Join piping made of different materials or dimensions with couplings made for this application. Use couplings that are compatible with and that fit both systems' materials and dimensions.

3.6 STORM DRAINAGE INLET AND OUTLET INSTALLATION

- A. Construct riprap/energy dissipators of broken stone, as indicated.
- B. Install outlets that spill onto grade, with flared end sections that match pipe, unless otherwise indicated.

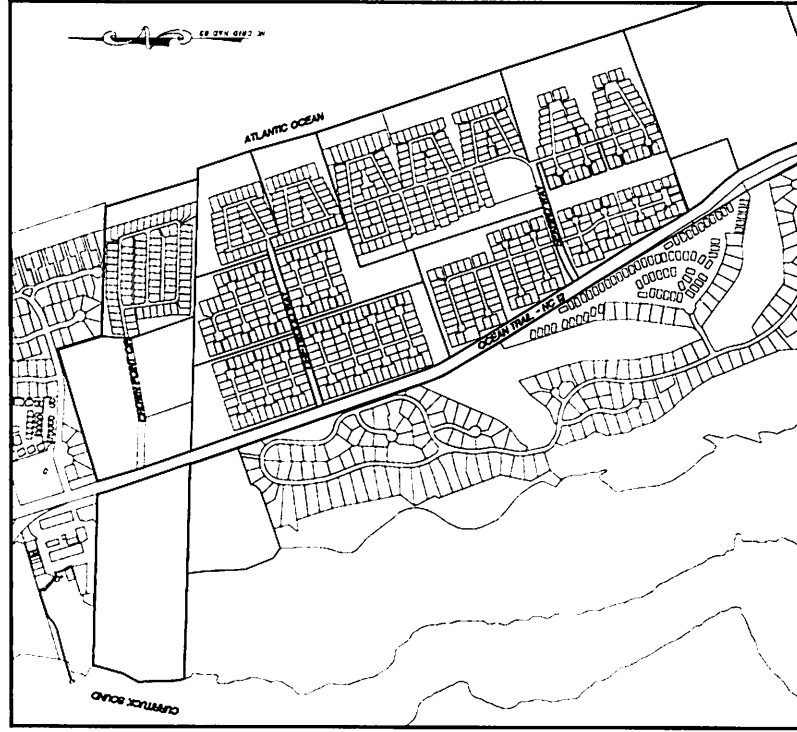
3.7 FIELD QUALITY CONTROL

- A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plug in end of incomplete piping at end of day and when work stops.
 - 3. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate reports for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- C. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate reports for each test.

END OF SECTION

OCEAN SANDS NORTH AND CROWN POINT PHASE 1 DITCH CLEARING AND REGRADING

COROLLA, CURRITUCK COUNTY

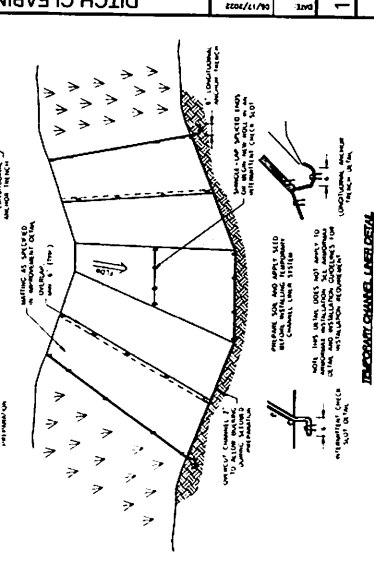
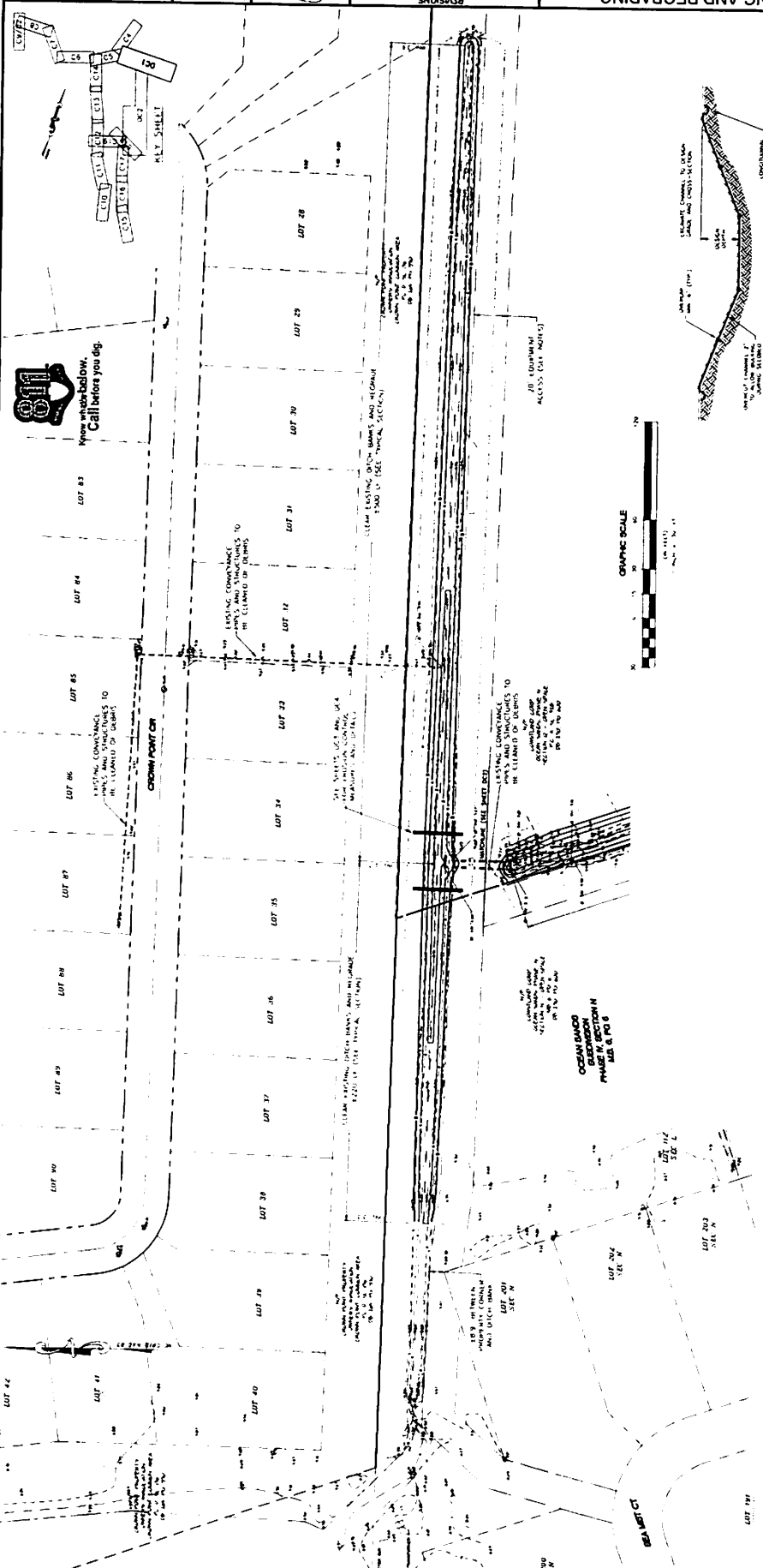


SHEET INDEX

SHEET #	DESCRIPTION
1	GENERAL NOTES
2	EXISTING CONDITIONS AND PROPOSED
3	PROPOSED DITCH CLEARING AND REGRADING
4	PROPOSED DITCH CLEARING AND REGRADING
5	PROPOSED DITCH CLEARING AND REGRADING
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 AAL PROJECT NO. 00821D

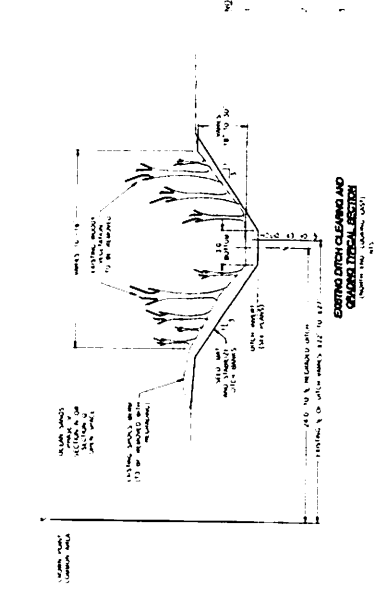


REGRADING SCHEDULE

SECTION	AREA (SQ. FT.)	REGRADING RATE (CU. YD./DAY)	ESTIMATED DURATION (DAYS)
SECTION 1	1,000	100	10
SECTION 2	1,000	100	10
SECTION 3	1,000	100	10
SECTION 4	1,000	100	10
SECTION 5	1,000	100	10
SECTION 6	1,000	100	10
SECTION 7	1,000	100	10
SECTION 8	1,000	100	10
SECTION 9	1,000	100	10
SECTION 10	1,000	100	10

NOTES:

- ALL EXISTING DITCH BANKS AND REGRADING SHALL BE TO 1% SLOPE.
- ALL EXISTING DITCH BEDS SHALL BE REGRADED TO 1% SLOPE.
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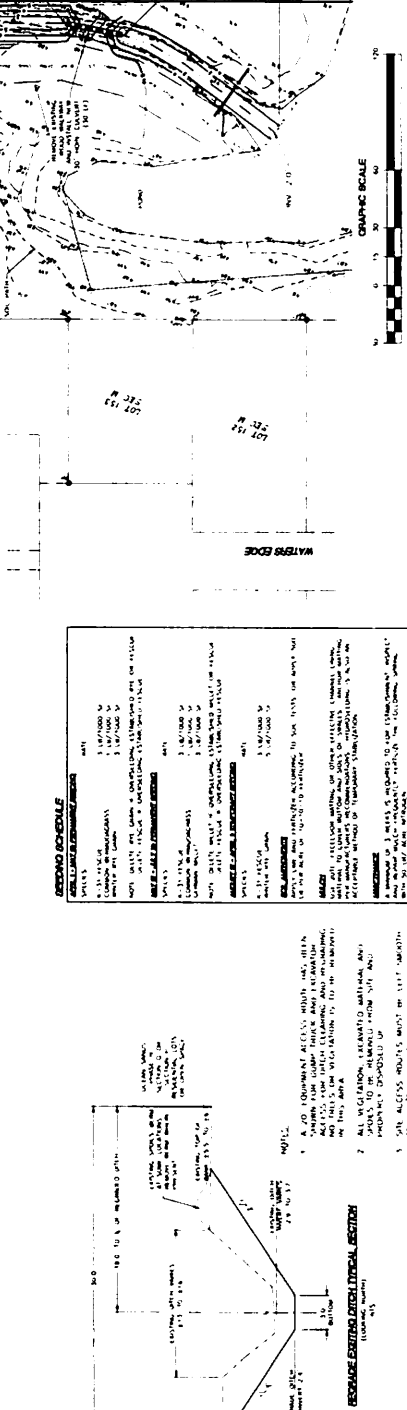
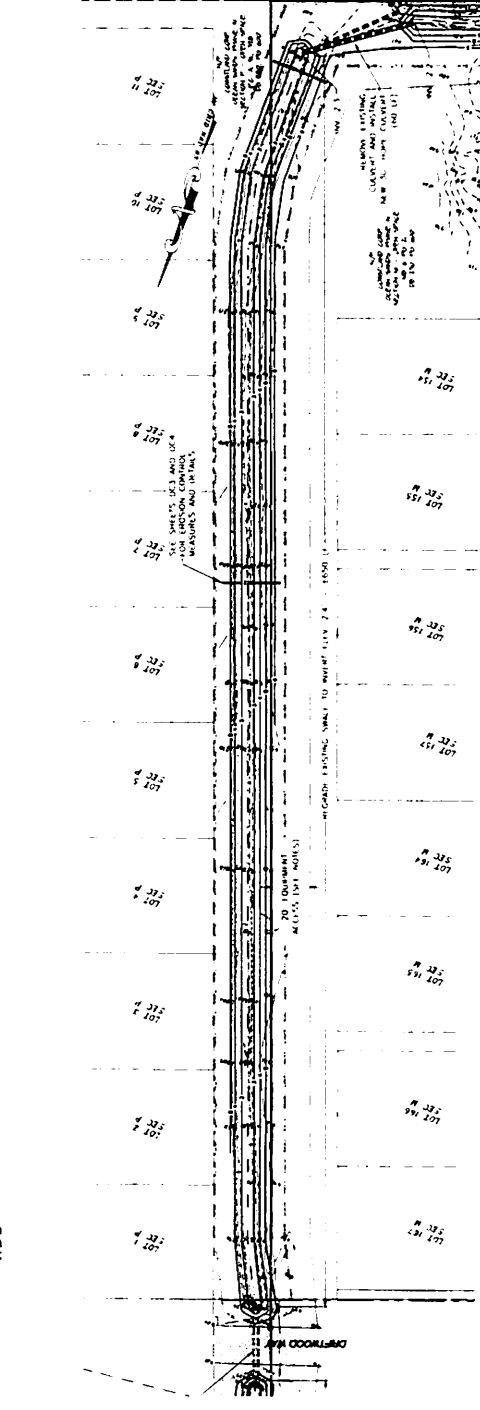
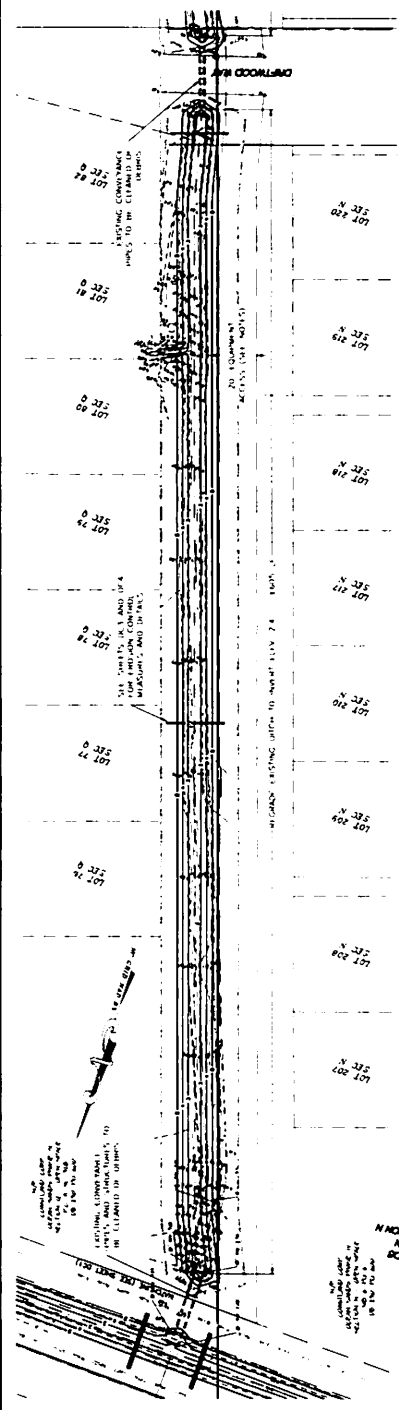
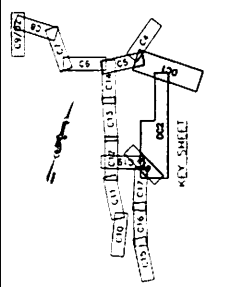
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OCEAN SANDS NORTH AND REGRADING
BETWEEN SECTION N AND Q AND M AND P
COROLLA
POPULAR BRANCH TOWNSHIP
CURTIS COUNTY
NORTH CAROLINA

NO.	DATE	DESCRIPTION
1	04/11/2022	PRELIMINARY



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REGRADING EXISTING DITCH TYPICAL SECTION

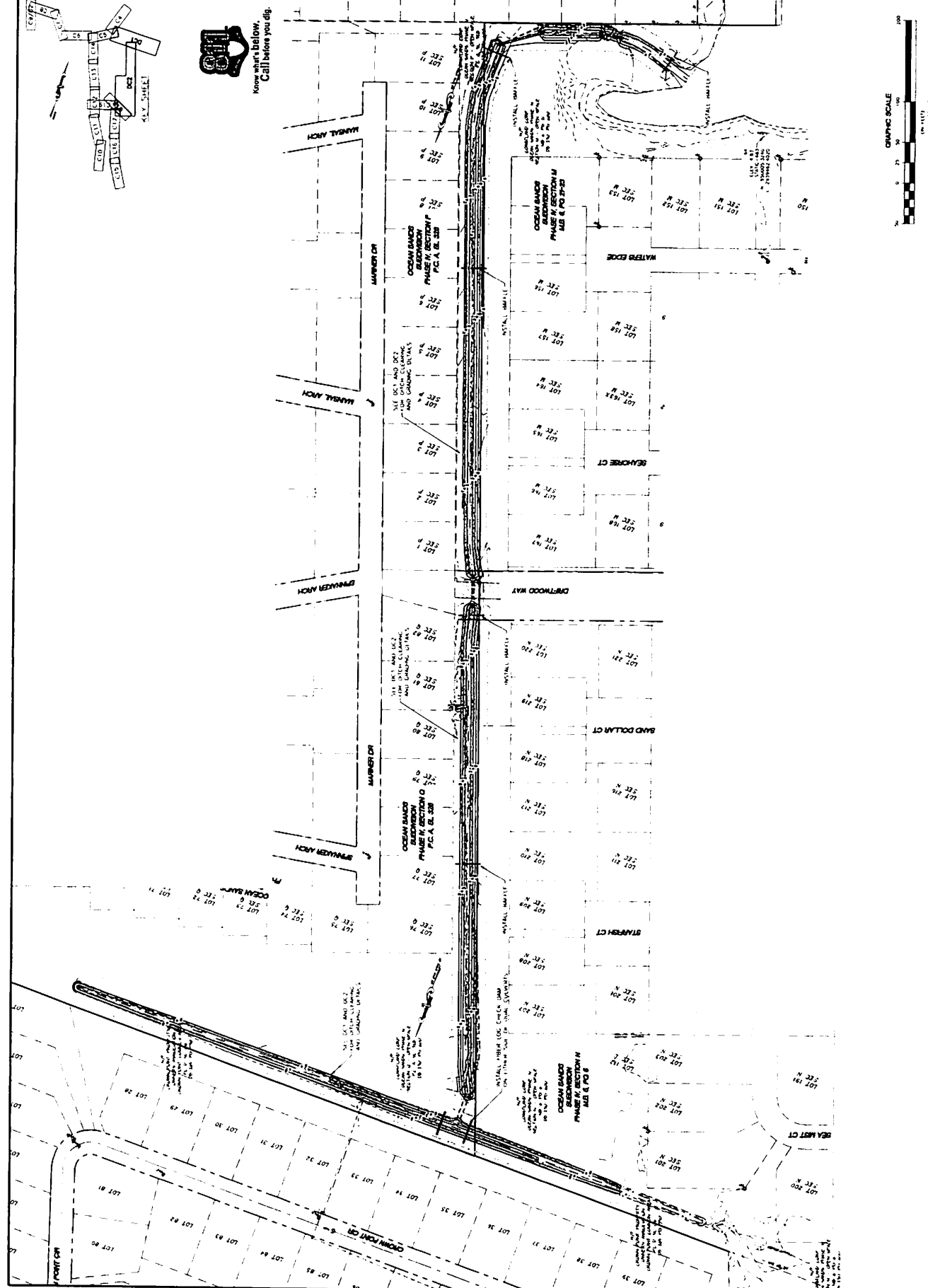
LEGEND

EXISTING DITCH	1/2" = 1'0"
PROPOSED DITCH	1/2" = 1'0"
REGRADING	1/2" = 1'0"
LOT LINES	1/8" = 1'0"
SECTION LINES	1/8" = 1'0"
WATER EDGE	1/8" = 1'0"
PROPERTY LINES	1/8" = 1'0"
ADJACENT PROPERTY	1/8" = 1'0"
ADJACENT ROAD	1/8" = 1'0"
ADJACENT RAILROAD	1/8" = 1'0"
ADJACENT AIRPORT	1/8" = 1'0"
ADJACENT PORT	1/8" = 1'0"
ADJACENT MARINA	1/8" = 1'0"
ADJACENT INDUSTRIAL	1/8" = 1'0"
ADJACENT RESIDENTIAL	1/8" = 1'0"
ADJACENT COMMERCIAL	1/8" = 1'0"
ADJACENT GOVERNMENT	1/8" = 1'0"
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ADJACENT BEACH	1/8" = 1'0"
ADJACENT BOAT RAMP	1/8" = 1'0"
ADJACENT FISHING PIER	1/8" = 1'0"
ADJACENT MARINA	1/8" = 1'0"
ADJACENT PORT	1/8" = 1'0"
ADJACENT AIRPORT	1/8" = 1'0"
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ADJACENT BOAT RAMP	1/8" = 1'0"
ADJACENT FISHING PIER	1/8" = 1'0"

1. ALL EXISTING DITCHES SHALL BE REGRADED TO A MINIMUM OF 12" DEPTH AND 12" WIDTH. THE REGRADING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

2. ALL EXISTING DITCHES SHALL BE REGRADED TO A MINIMUM OF 12" DEPTH AND 12" WIDTH. THE REGRADING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

3. ALL EXISTING DITCHES SHALL BE REGRADED TO A MINIMUM OF 12" DEPTH AND 12" WIDTH. THE REGRADING SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AS ADOPTED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.





Addendum #1

December 21, 2022

OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS

Per the questions that were raised at the pre bid meeting held on Wednesday, December 14, 2022, the following items were discussed and questions that have since been received are answered below.

- Based on recent site visits, it is understood that minor trimming of vegetation will be required along the access route. Minimum trimming will be allowed for access based on preapproval from the county.
- It is the desire to leave the access in a condition equal to or better than the existing access. Any road stabilizing materials used for access shall be removed at the end of the project.
- The Contractor is responsible for any needed project surveying and lay-out if necessary.
- The Contractor is responsible for removal of all excess excavated materials from the project.
- Where shallow intersecting ditches or private drainage pipes are located along the project route, the Contractor shall field adjust any grading and shaping in order to maintain drainage of these systems.
- The Contractor is to pay particular attention to the typical detail along the east west ditch near Crown Point showing not only the regrading but also the removal of the northern berm area and woody vegetation during the regrading process.

BID FORM

BID FOR OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS

The undersigned, as Bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that Bidder has examined the site of the work and the Contract Documents relative prior to the opening of bids and that the Bidder has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees if this bid is accepted to contract with the Owner, in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction for which a bid is shown, in full accordance with the plans, specifications and Contract Documents, to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents, for the sum as set forth hereinafter.

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order by the Owner and shall fully complete all work thereunder within the time specified in the Contract. Applicable liquidated damages amount is as stated in the Contract.

Acknowledgment of Addenda:

Addendum No. 1	<u>FD</u>	Addendum No. 2	<u> </u>	Addendum No. 3	<u> </u>
Addendum No. 4	<u> </u>	Addendum No. 5	<u> </u>	Addendum No. 6	<u> </u>

Basis of Bid:

Bidder agrees to complete the Work in accordance with the Contract Documents for the following lump sum amount:

Lump Sum Bid:

\$ 151,500.00

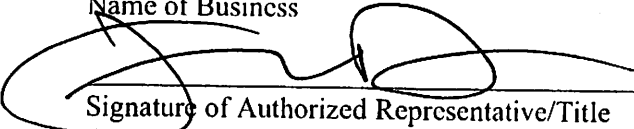
\$ one hundred fifty-one thousand five hundred dollars
Write out total in words.

CURRITUCK COUNTY
OCEAN SANDS NORTH AND CROWN POINT DITCH IMPROVEMENTS

Respectfully submitted this the 10th day of January 2023 by:

W.M. Dunn Construction LLC

Name of Business

 Signature of Authorized Representative/Title

managing Member

Francis Dunn

Print Name

P.O. Box 201, Powells Point, NC 27966

Address

fran@wmdunnconstruction.com

Email Address of Representative

70411

N.C. General Contractor License No.



BID TABULATION

Crown Point Ditch Improvements
Bids Received January 10, 2023, 10:00am via email

Bidder	Acknowledgement of Addenda:	GC License #	Total Base Bid All Systems
W.M. Dunn Construction	X	X	\$ 151,500.00
Fred Smith Company		X	\$ 527,409.00

Crystal Owens
Crystal Owens, Contract Purchasing Agent

1/10/2023
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

WM Dunn Construction LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

125 Greyson Loop PO BOX 201

6 City, state, and ZIP code

Powells Point, NC 27966

7 List account number(s) here (optional)

Requester's name and address (optional)

County of Currituck

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 7 - 1 8 9 3 4 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mike Dunn

Date ► **12/16/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



WMDUN-1

OP ID: PB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2022

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).

PRODUCER
ISU-G R Little Agency (KH)
P. O. Box 49
Kitty Hawk, NC 27949
Kitty Hawk Office

252-255-2090

CONTACT NAME: Margaret Caldwell

PHONE (A/C, No, Ext): 252-255-2090

FAX (A/C, No): 252-255-2093

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Builders Mutual Ins. Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
WM Dunn Construction LLC
Fran Dunn
PO Box 201
Powells Point, NC 27966

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X X	CPP007125612	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					
	POLICY X PRO-JECT LOC					
	OTHER					
A	AUTOMOBILE LIABILITY					
X	ANY AUTO		CAP002952712	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	OWNED AUTOS ONLY	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR					
	EXCESS LIAB CLAIMS-MADE		MUB000107806	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 3,000,000
	DED X RETENTION \$ 10000					AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	X WCP104587912	05/01/2022	05/01/2023	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000

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

30 day notice of cancellation applies. Primary/Non-contributory status applies to umbrella.

CERTIFICATE HOLDER

COUNT-9

County of Currituck
153 Courthouse Rd., Suite 101
Currituck, NC 27929

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kitty Hawk Office

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name

W. M. Dunn Construction, LLC

Information

SosId: 1137235

Status: Current-Active ⓘ

Date Formed: 2/19/2010

Citizenship: Domestic

Annual Report Due Date: April 15th

Current**Annual Report Status:**

Registered Agent: Dunn, Francis Arleda

Addresses

Principal Office

125 Greyson Loop
Powells Point, NC 27966

Reg Office

125 Greyson Loop
Powells Point, NC 27966

Mailing

PO Box 201
Powells Point, NC 27966

Reg Mailing

PO Box 201
Powells Point, NC 27966

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Manager

Francis A Dunn
4800 Capri Terrace
Kitty Hawk NC 27949

Member

William M Dunn
4800 Capri Terrace
Kitty Hawk NC 27949