

SECTION 00490

ADDENDUM NO. 4

**RAW WATER SUPPLY IMPROVEMENTS
BRUNSWICK REGIONAL WATER AND SEWER H2GO
LELAND, NORTH CAROLINA**

SUBJECT: ADDENDUM NO. 4

SEPTEMBER 30, 2024

To the Plans and Specifications for:
Raw Water Supply Improvements
Leland, N.C.

To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

This ADDENDUM forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Bidders shall acknowledge receipt of the ADDENDUM in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.

A. General

1. The project has been re-advertised and Bids will be received until **2:00 pm, Tuesday, October 8, 2024** in the Conference Room of the Brunswick Regional Water and Sewer H2GO Water Treatment Plant located at 146 Gregory Road NE, Belville, N.C.
2. Bidders are made aware that issuance of the Notice to Proceed shall be no earlier than December 2, 2024. As a result, please note the change in the Milestone Dates and Summary of Work as noted below and included in the attached revised Specification Sections.

B. Bidding Requirements

1. Document 00410, Bid Form
 - a. Replace this document in its entirety with the revised Section 00410, Bid Form noted as "Attachment to Addendum No. 4".
2. Document 00520, Agreement
 - a. Replace this document in its entirety with the revised Section 00410, Bid Form noted as "Attachment to Addendum No. 4".
 - b. Note change in Article 4 – Contract Times due to Milestone Date adjustment.
3. Document 00550, Notice to Proceed
 - a. Replace this section in its entirety with the attached Document 00550, Notice to Proceed noted as "Attachment to Addendum No. 4".

C. Technical Specification Requirements

1. Section 01100, Summary of Work
 - a. Replace this document in its entirety with the revised Section 01100, Summary of Work noted as "Attachment to Addendum No. 4".

Bids will be received until 2:00 pm, October 8, 2024.

FOR THE OWNER
THE WOOTEN COMPANY



BY 30-SEPT-29
Charles W. Davis, P.E.

END OF DOCUMENT

BID FORM

PROJECT: Raw Water Supply Improvements

BID FROM: _____

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ARTICLE 1 BID RECIPIENT

1.01 This Bid is Submitted To:

Brunswick Regional Water and Sewer H2GO
146 Gregory Road, N.E.
Belville, NC 28451

1.02 Undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addenda: _____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to federal, state and local Laws and Regulations that may affect cost, progress, and performance, of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions, if any, that have been identified in SC-4.06 as containing reliable "technical data".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

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Attachment to Addendum No. 4

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	Mobilization	LS	1		
2	Soil Testing Allowance	LS	1	\$35,000.00	\$35,000.00
3	Sediment and Erosion Control	LS	1		
4	6" Perforated Underdrain	LF	6,000		
5	Clearing and Grubbing	AC	13.5		
6	Clearing Only	AC	5.3		
7	Earthwork/Grading for Access Road and Well Sites	LS	1		
8	Seeding and Mulching	AC	2.5		
9	Undercut of Unsuitable Material- Roadway & Well Sites	CY	19,000		
10	12-inch CABC Stone- Access Road	SY	24,900		
11	6-inch CABC Stone- Temporary Access	SY	250		
12	4-inch CABC Stone- Access Road Shoulder	SY	5,000		
13	Woven Geotextile Fabric (Type 4B)- Access Road & Well Sites	SY	28,500		
14	Signage-Access Road	EA	1		
15	Removable Bollards	EA	3		
16	20' Wide Swing Gate- Access Road	EA	1		
17	15" HP Storm Drain Pipe	LF	124		
18	18" HP Storm Drain Pipe	LF	197		
19	24" HP Storm Drain Pipe	LF	98		
20	30" HP Storm Drain Pipe	LF	99		
21	48" HP Storm Drain Pipe	LF	34		
22	60" HP Storm Drain Pipe	LF	46		
23	71"x 47" Dual Arch CMP Culvert	LF	48		
24	12" PVC C900 Restrained Joint Raw Water Main	LF	350		
25	18" PVC C900 Raw Water Main	LF	3,471		
26	18" PVC C900 Restrained Joint Raw Water Main	LF	3,929		
27	Pre-Cast NCDOT Concrete Endwall	EA	2		
28	Class A Rip-Rap	SY	24		
29	Class B Rip-Rap	SY	48		

Attachment to Addendum No. 4

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
30	Class 1 Rip-Rap	SY	92		
31	Class 2 Rip-Rap	SY	154		
32	Trench Rock Excavation	CY	100		
33	30" Steel Encasement with 18" Restrained Joint Raw Water Main by Open Cut	LF	45		
34	Asphalt Pavement Patching	SY	150		
35	Asphalt Driveway Repair	SY	90		
36	Gravel Driveway Repair	SY	100		
37	Concrete Driveway Repair	SY	150		
38	Undercut of Unstable Pipe Foundation	CY	300		
39	Select Backfill	CY	600		
40	12" Raw Water Valve and Box	EA	2		
41	18" Raw Water Valve and Box	EA	12		
42	Air Release Valve in Manhole	EA	5		
43	Offset Air Release Valve in Manhole	EA	2		
44	18" x 18" Junction Box for Fiber Optic	EA	26		
45	Concrete Anti-Seep Collar	EA	18		
46	HDPE to PVC Transition at 70" x 30" Duke Energy Junction Structure	EA	68		
47	18" Fusible PVC C900 Horizontal Directional Drill Raw Water (Sta. 38+07 to 56+75)	LS	1		
48	18" Fusible PVC C900 Horizontal Directional Drill Raw Water (Sta. 102+67 to 122+27)	LS	1		
49	18" Fusible PVC C900 Horizontal Directional Drill Raw Water (Sta. 123+41 to 142+72)	LS	1		
50	18" Fusible PVC C900 Horizontal Directional Drill Raw Water (Sta. 153+48 to 171+53)	LS	1		
51	18" Fusible PVC C900 Horizontal Directional Drill Raw Water (Sta. 178+47 to 190+95)	LS	1		
52	2x 4" SDR 13.5 HDPE Electrical Conduit by HDD	LS	1		
53	2x 4" SDR 13.5 HDPE Electrical Conduit by Open Cut	LS	1		

Attachment to Addendum No. 4

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
54	4x 4" SDR 13.5 HDPE Electrical Conduit by HDD	LS	1		
55	4x 4" SDR 13.5 HDPE Electrical Conduit by Open Cut	LS	1		
56	1 x 2" SDR 13.5 HDPE Fiber Optic Conduit by HDD	LS	1		
57	1 x 2" SDR 13.5 HDPE Fiber Optic Conduit by Open Cut	LS	1		
58	Restrained Joint DI Raw Water Fittings	LB	24,830		
59	Concrete Driveway Apron	SY	40		
<u>Existing Well Sites 1-5</u>					
60	Lower Well 01P Submersible Pump	VLF	20		
61	Lower Well 02P Submersible Pump	VLF	78		
62	Lower Well 03P Submersible Pump	VLF	55		
63	Lower Well 04P Submersible Pump	VLF	75		
64	Lower Well 05P Submersible Pump	VLF	50		
<u>Well Site No. 6</u>					
65	Well 06P – Pilot Hole and Geophysical Logging	VLF	403		
66	Well 06P – 22-inch Outer Casing	VLF	100		
67	Well 06P – 12-inch Inner Casing	VLF	313		
68	Well 06P – 1.25-inch Water Level Pipe	VLF	379		
69	Well 06P – 12-inch Well Screen	VLF	75		
70	Well 06P – 12-inch Tailpiece/Cellar	VLF	5		
71	Well 06P - 24-Hour Testing, Water Quality Sampling, & Driller's Report	LS	1		
72	Well 06B - Pilot Hole and Geophysical Logging	VLF	580		
73	Well 06B – 22-inch Outer Casing	VLF	100		
74	Well 06B – 12-inch Inner Casing	VLF	463		
75	Well 06B – 1.25-inch Water Level Pipe	VLF	454		
76	Well 06B – 12-inch Well Screen	VLF	100		
77	Well 06B – 12-inch Tailpiece/Cellar	VLF	5		
78	Well 06B - 24-Testing, Water Quality Sampling, & Driller's Report	LS	1		

Attachment to Addendum No. 4

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
79	Well Site 6 Submersible Pumps Installation, Well Head Completion, Electrical Building, Site Work, Piping and Grading	LS	1		
<u>Well Site No. 7</u>					
80	Well 07P - Pilot Hole and Geophysical Logging	VLF	415		
81	Well 07P – 22-inch Outer Casing	VLF	100		
82	Well 07P – 12-inch Inner Casing	VLF	318		
83	Well 07P – 1.25-inch Water Level Pipe	VLF	309		
84	Well 07P – 12-inch Well Screen	VLF	75		
85	Well 07P – 12-inch Tailpiece/Cellar	VLF	5		
86	Well 07P - 24-Hour Testing, Water Quality Sampling & Driller's Report	LS	1		
87	Well 07B - Pilot Hole and Geophysical Logging	VLF	600		
88	Well 07B – 22-inch Outer Casing	VLF	100		
89	Well 07B – 12-inch Inner Casing	VLF	473		
90	Well 07B – 1.25-inch Water Level Pipe	VLF	464		
91	Well 07B – 12-inch Well Screen	VLF	100		
92	Well 07B – 12-inch Tailpiece/Cellar	VLF	5		
93	Well 07B - 24-Hour Testing, Water Quality Sampling, & Driller's Report	LS	1		
94	Well Site 7 Submersible Pumps Installation, Well Head Completion, Electrical Building, Site Work, Piping and Grading	LS	1		
<u>Well Site No. 8</u>					
95	Well 08P (08P) - Pilot Hole and Geophysical Logging	VLF	420		
96	Well 08P – 22-inch Outer Casing	VLF	100		
97	Well 08P – 12-inch Inner Casing	VLF	325		
98	Well 08P – 1.25-inch Water Level Pipe	VLF	316		
99	Well 08P – 12-inch Well Screen	VLF	75		
100	Well 08P – 12-Inch Tailpiece/Cellar	VLF	5		
101	Well 08P - 24-Hour Testing, Water Quality Sampling and Driller's Report	LS	1		
102	Well 08B - Pilot Hole and Geophysical Logging	VLF	600		

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Estimated Price
103	Well 08B – 22-inch Outer Casing	VLF	100		
104	Well 08B – 12-inch Inner Casing	VLF	468		
105	Well 08B – 1.25-inch Water Level Pipe	VLF	459		
106	Well 08B – 12-inch Well Screen	VLF	100		
107	Well 08B – 12-inch Tailpiece/Cellar	VLF	5		
108	Well 08B - 24-Hour Testing, Water Quality Sampling and Driller's Report	LS	1		
109	Well Site 8 Submersible Pumps Installation, Well Head Completion, Electrical Building, Site Work, Piping and Grading	LS	1		
TOTAL UNIT PRICE BID					

- B. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
- C. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions.
- D. For the following Alternates as selected by the Owner for inclusion in the Project as follows:

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Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Alternate Bid Price
110	Bid Alternate No. 1: Incentive to complete Article 6.03.C.3 (i.e. Milestone Event 2) in 180 days in lieu of 240 days	LS	1		
47a	Bid Alternate No. 2: 24" DR 9 HDPE Horizontal Directional Drill Raw Water (Sta. 38+07 to 56+75)	LS	1		
48a	Bid Alternate No. 2: 24" DR 9 HDPE Horizontal Directional Drill Raw Water (Sta. 102+67 to 122+27)	LS	1		
49a	Bid Alternate No. 2: 24" DR 9 HDPE Horizontal Directional Drill Raw Water (Sta. 123+41 to 142+72)	LS	1		
50a	Bid Alternate No. 2: 24" DR 9 HDPE Horizontal Directional Drill Raw Water (Sta. 153+48 to 171+53)	LS	1		
51a	Bid Alternate No. 2: 24" DR 9 HDPE Horizontal Directional Drill Raw Water (Sta. 178+47 to 190+95)	LS	1		
Total Alternate 2 Unit Price Bid					

ARTICLE 6 TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Milestone Dates
- A. The following principal events shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within the days indicated below after the date when the Contract Time commences to run. In accordance with paragraph 6.02 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.
- B. The Contractor will be issued a conditional Notice to Proceed prohibiting access to the project beyond Station 37+55 until such time as the USACE wetlands permit is obtained. For planning purposes, the Contractor should assume the permit will be in place by January 15, 2025, at which time the Engineer will issue a non-restrictive Notice to Proceed.

C. Milestone Event

Milestone Event	Calendar Days	Liquidated Damages
1. Complete lowering of Wells 01P through 05P per Section 01100 - Summary of Work – Paragraph 1.03.A.1	45	\$1,000
2. Complete construction and place into operation the 18-inch raw water main (Sta. 0+00 to Sta. 59+62 and Sta. 100+00 to 102+47) and Well Site 6 per Section 01100 – Summary of Work – Paragraphs 1.03.A.2 through 1.03.A.10.	240**	\$1,000
3. Complete construction and place into operation the 18-inch raw water main (Sta. 102+47 to Sta. 153+11) and Well Site 7 per Section 01100 – Summary of Work – Paragraphs 1.03.A.11 through 1.03.A.13.	300**	\$750
4. Complete construction and place into operation the remaining 18-inch raw water main (Sta. 153+11 to Sta. 203+40) and Well Site 8 per Section 01100 – Summary of Work – Paragraphs 1.03.A.14 through 1.03.A.20.	360**	\$750

** from the date the Contractor receives unrestricted access to the entire project, estimated to occur by January 15, 2025, upon receipt of the USACE wetlands permit.

ARTICLE 7 ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid. Failure to provide the documentation with the bid may be grounds for rejection of the bid.

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided).
- B. In accordance with GS 143-128.2(c), Bidder shall identify on its bid the minority businesses that it will use on the project and the total dollar value of the bid that will be performed by the minority businesses and list the good faith efforts (Affidavit A) made to solicit participation. A bidder that will perform all of the work with its own workforce may submit and Affidavit (B) to that effect in lieu of the Affidavit (A) required above.
 1. Identification of Minority Business Participation
 2. Affidavit A, listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce.
- C. In accordance with GS 64-26(a), Bidders shall submit the E-Verify Affidavit to document that the work authorization of their employees has been verified through E-Verify. The Affidavit shall also document that the Bidders subcontractors comply with E-Verify.
- D. Iran Divestment Act Affidavit.
- E. A tabulation of Subcontractors required to be identified in the Bid.

7.02 Submit the Bidder's Checklist as provided in the bidding documents with the bid submittal. The Checklist shall be completed and included as the first page of the submittal.

7.03 After the bid opening the Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low Bidder, the Bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

- A. An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the goal established by the Owner and indicated in the Instruction to Bidders, paragraph Minority Participation Goals. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort; or
- B. Affidavit (D) of its good faith effort to meet the goal. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

7.04 In accordance with GS 143-128 the Single Prime Contractor must identify the Contractors, if any, selected for the following subdivision of work:

A. General Construction

Name: _____

Address: _____

N.C. License No.: _____

B. HVAC Construction

Name: _____

Address: _____

N.C. License No.: _____

C. Plumbing Construction

Name: _____

Address: _____

N.C. License No.: _____

D. Electrical Construction

Name: _____

Address: _____

N.C. License No.: _____

E. Well Driller

Name: _____

Address: _____

N.C. License No.: _____

7.05 Bidder understands that if this Bid is accepted by the Owner, Bidder shall not substitute for the subcontractors named in the Bid Documents except as allowed in the Supplementary Conditions.

ARTICLE 8 DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 BID SUBMITTAL

9.01 Contractor's License

A. Number: _____

B. Classification: _____

C. Limitation: _____

Employer's Tax ID No.: _____

Business Address

Phone No.: _____

Fax No.: _____

E-Mail Address: _____

9.02 This Bid Submitted by:

An Individual

Name: _____
(Type or print)

By: _____
(Individual's Signature)

Doing Business As: _____
(Type or print)

A Partnership

Partnership Name: _____

The Organization and Internal Affairs of the Partnership are governed by the laws of the State of: _____

By: _____
(Signature of general partner, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____
(Signature of Corporate Secretary)

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Profession, Service, Limited Liability):

By: _____
(Signature, attach evidence of authority to sign)

Name: _____
(Type or print)

Title: _____
(Type or print)

Attest: _____ Corporate Seal
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is _____.

Limited Liability Company – LLC

Name of LLC: _____

Name of State under whose Laws the Limited Liability Company
was formed: _____

By: _____
(Signature of Manager)

Name: _____
(Type or print)

Title: _____
(Type or print)

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT is by and between

Brunswick Regional Water and Sewer H2GO (Owner) and

_____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Construct approximately 10,850 LF of 20 ft wide gravel access road and appurtenances.
- Construct approximately 400 LF of 12" raw water main and appurtenances by open cut.
- Construct approximately 3,500 LF of 18" raw water main and appurtenances by open cut.
- Construct approximately 3,940 LF of 18" restrained joint raw water main and appurtenances by open cut.
- Construct approximately 8,905 LF of 18" raw water main by horizontal directional drill.
- Construct approximately 45 LF of 30" steel encasement and 18" raw water by open cut.
- Construct two (2) parallel 4" HPDE conduits for Duke Energy service from source to transformer location at each well site with junction locations every 1,200 LF as shown on the drawings by directional drill.
- Construct a 2-inch fiber optic conduit with junction structures every 500 LF from Buckeye Road to Well Site 6 and from Well Site 6 to Well Site 8 as shown on the drawings by directional drill.
- Lowering the existing Pee Dee well pump, extending the existing 6" stainless steel well pipe, and extending the existing electrical power cables for existing Well Sites 1 through 5.
- Drilling, developing and testing a total of six (6) water production wells on three well sites (two wells per site at Well Sites 6, 7, & 8). Work includes drilling the bore hole for the deep wells using the conventional rotary drilling method, installation of inner and outer casings, well screens, gravel pack, aquifer development and completion of a 24-hour drawdown test.

ARTICLE 2- PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Raw Water Supply Improvements

ARTICLE 3- ENGINEER

The Project has been designed by The Wooten Company, 120 North Boylan Avenue, Raleigh, North Carolina 27603, (Engineer) which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Completion and Final Payment

- A. The Work will be substantially completed within 375 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 405 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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 such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$750.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$750.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Milestone Dates

- A. The following principal events shall be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions with days indicated below after the date when the Contract Time commences to run. In accordance with Paragraph 4.03 above as liquidated damages for delay (but not as penalty) Contractor shall pay Owner the amounts indicated below for each day that expires after the time specified below for completion and readiness for final payment.

Milestone Event	Calendar Days	Liquidated Damages
Complete lowering of Wells 01P through 05P per Section 01100 - Summary of Work – Paragraph 1.03.A.1	45	\$1,000
Complete construction and place into operation the 18-inch raw water main (Sta. 0+00 to Sta. 59+62 and Sta. 100+00 to 102+47) and Well Site 6 per Section 01100 – Summary of Work – Paragraphs 1.03.A.2 through 1.03.A.10.	240**	\$1,000
Complete construction and place into operation the 18-inch raw water main (Sta. 102+47 to Sta. 153+11) and Well Site 7 per Section 01100 – Summary of Work – Paragraphs 1.03.A.11 through 1.03.A.13.	300**	\$750
Complete construction and place into operation the remaining 18-inch raw water main (Sta. 153+11 to Sta. 203+40) and Well Site 8 per Section 01100 – Summary of Work – Paragraphs 1.03.A.14 through 1.03.A.20.	360**	\$750

** from the date the Contractor receives unrestricted access to the entire project, estimated to occur by January 15, 2025, upon receipt of the USACOE wetlands permit.

ARTICLE 5- CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following paragraphs:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form.

Total of all Unit Prices: _____
Dollars (\$ _____).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Engineer will process Applications for Payment as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage as indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.
 - a. 95 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, if the Contractor has provided a written request to reduce the retainage along with a consent of its surety to the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed so that the retainage at the end of the project will be equal to 2.5%; and
 - b. 95 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate 8 percent per annum in accordance with North Carolina General Statute 24-1.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Addendum No. dated (pages 00490- to 00490-, inclusive)
 - 3. This Agreement (pages 00520-1 to 00520-7)
 - 4. Performance Bond (pages 00610-1 to 00610-3)
 - 5. Payment Bond (pages 00615-1 to 00615-3)
 - 6. Power of Attorney (page 00616-1)

7. Certificate of Insurance (page 00618-1)
 8. General Conditions (pages 00700-1 to 00700-68)
 9. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive)
 10. Specifications as listed in the table of contents (pages 00010-1 to 00010-2) of the Project Manual.
 11. Drawings consisting of sheets numbered 1 through 19 and are not attached to this Agreement, with each sheet bearing the following general title: Brunswick Regional Water and Sewer H2GO, Raw Water Supply Improvements.
 12. Exhibits to this Agreement as follows:
 - a. Contractor's Bid (pages 00410-1 to 00410-8, inclusive);
 - b. Notice of Award (pages 00510-1)
 - c. Documentation submitted by Contractor prior to Notice of Award.
 13. The following that may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 00550-1)
 - b. Work Change Directives;
 - c. Change Order;
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns,

and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - a. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - b. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - c. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - d. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to Owner and Contractor, and two counterparts to Engineer. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Brunswick Regional Water & Sewer H2GO

Name

_____ Name

_____ Title

_____ Title

_____ Signature

_____ Signature

(SEAL)

(SEAL)

ATTEST:

_____ Name

_____ Name

_____ Title

_____ Title

_____ Signature

_____ Signature

Address for giving notices

Brunswick Regional Water and Sewer H2GO

516 Village Road NE

Leland, NC 28451

License No. _____

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

If Contractor is a corporation, partnership, or joint venture, attach evidence of authority to sign.

END OF DOCUMENT

Notice to Proceed

Project: Raw Water Supply Improvements	Date:
Owner: Brunswick Regional Water & Sewer H2GO	Owner's Contract No.: n/a
Contract: N/A	Engineer's Project No.: 3081-BD
Contractor:	

Contractor's Address: (send Certified Mail, Return Receipt Requested)

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is **375**, and the number of days to achieve readiness for final payment **405**. The date of completion of all work is therefore _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the Owner (with copies to Engineer and other identified additional insureds) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must :

Owner: Brunswick Regional Water & Sewer H2GO
Given by: _____
Authorized Signature _____
Title _____
Date _____

Copy to Engineer

Acceptance of Notice

Receipt of the Notice of Proceed is hereby acknowledged by _____

this the _____ day of _____, 2024.

By: _____

Title: _____

SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work described in this Project Manual includes the provision of labor, materials, equipment, and services required to complete the Raw Water Supply Improvements for Brunswick Regional Water & Sewer H2GO.
- B. The Brunswick Regional Water & Sewer H2GO *Standard Specifications and Construction Details* (latest version), as it relates to these Sections, shall be used in conjunction with these specifications. All aspects of the project construction shall conform to this document unless specifically addressed herein. It is the Contractors responsibility to obtain this document from Brunswick Regional Water & Sewer H2GO.
- C. In the event of a discrepancy between these specifications and the Owner's standards, notify the engineer immediately of the discrepancy. The Contractor shall use the more stringent of the two documents as determined by the Owner.
- D. Borrow material will be required to construct the new access road to Well Sites 6, 7, & 8 and to raise each well site to the final grades indicated on the Drawings. Contractor shall be responsible for providing subject borrow material in accordance with Section 02300 – Earthwork. The following is provided for information only. During construction of the recent Reverse Osmosis Water Treatment Plant, suitable structural backfill material was received from Sawmill Land and Sand located at 4380 Sawmill Road, Leland, NC. Contact information for Sawmill Land and Sand is slsand14@gmail.com and 910-471-2241.

1.02 CONTRACTS

- A. Project construction will be let under one Contract with construction including, but not limited to, the following major work items:
 - Construct approximately 10,850 LF of 20 ft wide gravel access road and appurtenances.
 - Construct approximately 400 LF of 12" raw water main and appurtenances by open cut.
 - Construct approximately 3,500 LF of 18" raw water main and appurtenances by open cut.
 - Construct approximately 4,000 LF of 18" restrained joint raw water main and appurtenances by open cut.
 - Construct approximately 8,900 LF of 18" raw water main by horizontal directional drill.
 - Construct approximately 45 LF of 30" steel encasement and 18" raw water by open cut.

- Construct 2x and 4x 4" HPDE conduits for Duke Energy service from source to transformer location at each well site with junction locations every 1,200 LF as shown on the drawings by directional drill and open cut.
 - Construct a 2-inch fiber optic conduit with junction structures every 500 LF from Buckeye Road to Well Site 6 and from Well Site 6 to Well Site 8 as shown on the drawings by directional drill and open cut.
 - Lowering the existing Pee Dee well pump, extending the existing 6" stainless steel well pipe, and extending the existing electrical power cables for existing Well Sites 1 through 5.
 - Drilling, developing and testing a total of six (6) water production wells on three well sites (two wells per site at Well Sites 6, 7, & 8). Work includes drilling the bore hole for the deep wells using the conventional rotary drilling method, installation of inner and outer casings, well screens, gravel pack, aquifer development and completion of a 24-hour drawdown test.
 - Contractor shall provide all materials, other than that listed in Paragraph B below to be provided or performed by the Owner, and perform the following: site work; final grading; seeding; mulching; tacking; yard piping; fencing; 8-inch thick compacted ABC access drive with geotextile fabric; site signage; well head piping and valves; concrete pads for electrical transformer, standby generator, and electrical building (standby generator is by Owner); electrical building including HVAC equipment; and installation of the submersible well pump and stainless steel drop piping for the Pee Dee and Black Creek wells; and connection to new raw water main.
- B. Work to be provided or performed by the Owner related to well pump and electrical construction described in the Division 11, Division 16, and Division 17 specification sections includes, but is not necessarily limited to, the following major work items:
1. Provision of complete submersible well pump package for each well site.
 2. Provision and installation of standby generator set and appurtenances for each well site.
 3. Provision and installation of all above-ground and below-grade conduits for each well site.
 4. Provision and installation of all wiring and terminations for each well site.
 5. Provision and installation of electrical grounding system for each well site.
 6. Provision and installation of all electrical power panels for each well site.
 7. Provision and installation of Variable Frequency Drives (VFDs) for each well site.
 8. Provision and installation of Automatic Transfer Switch for each well site.
 9. Provision and installation of site lighting and concrete pole bases at each well site.
 10. Provision and installation of all instrumentation at each well site.
 11. Provision and installation of telemetry system at each well site.
 12. Provision and installation of telecommunications distribution system.
 13. Coordination with electric service provider for primary electric service.
 14. Electric permitting and inspections with authority having jurisdiction.

1.03 WORK SEQUENCE

- A. The following construction sequence is intended to aid the Contractor in project scheduling. This sequence does not cover all details of the project and is not

intended to replace the Contractor's schedule required by the specifications. The work sequence and milestones described in this paragraph are not meant to restrict the Contractor's ability to work in multiple locations once the non-restrictive NTP is received.

1. Contractor shall lower the well pump, extend the existing 6-inch stainless steel drop pipe, and extend the existing power cables for the existing Pee Dee well at the existing Well Sites 1 through 5 as the initial work task for the project. Coordinate work with the Owner to determine site availability and the sequence of work performance.

Well	Existing Depth Below Land Surface	Proposed Depth Below Land Surface	Adjusted Depth
01P	250 feet	270 feet	20 feet
02P	240 feet	318 feet	78 feet
03P	240 feet	295 feet	55 feet
04P	230 feet	305 feet	75 feet
05P	250 feet	300 feet	50 feet

2. Receive non-restricted NTP to the entire project.
3. Install all erosion control measures prior to the start of all other construction activities.
4. Clear and grub sites for new access road and for Well Sites 6, 7, & 8.
5. Construct and test new 18-inch raw water main from Sta. 0+00 to Sta. 102+47 (Sta. 0+00 to Sta. 59+62 +/- and Sta. 100+00 to Sta. 102+47).
6. Construct new double pipe arch culvert, 20 ft wide access road entrance, and 2-inch fiber optic conduit run from Buckeye Road to Well Site 6 (Sta. 0+00 to Sta. 4+89.61 (roadway entrance) and Sta. 100+00 to 101+85.40 (roadway)).
7. Construct rough grading for new well pad and commence well construction at Well Site 6.
8. Construct new 20 ft wide access road from Well Site 6 to Well Site 7 (Sta. 101+85.40 to Sta. 153+11).
9. Construct four (4) parallel 4-inch electrical service conduits and one (1) 2-inch fiber optic conduit from Well Site 6 to Well Site 7 and two (2) parallel 4-inch electrical service conduits from Well Site 7 to the Duke Energy southern pole. Duke Energy shall provide and install electric service line from the southern pole to Well Site 6 and provide power to Well Site 6. Duke Energy shall also provide and install electric service line from Well Site 6 to Well Site 7.
10. Conduct 24-hour yield tests and water quality sampling, obtain Authorization to Construct and complete construction for Well Site 6, make final piping connections from Well Site 6 to the 18-inch raw water main, and place Well 6 and the 18-inch raw water main into service.
11. Construct rough grading for new well pad and commence well construction at Well Site 7.
12. Construct and test new 18-inch raw water main from Sta. 102+47 to Sta. 153+11.
13. Conduct 24-hour yield test and water quality sampling, obtain Authorization to Construct and complete construction for Well Site 7, make final piping connections from Well Site 7 to the 18-inch raw water main, and place Well 7 and the 18-inch raw water main (Sta. 102+47 to Sta. 153+11) into service.
14. Construct new 20 ft wide access road from Well Site 7 to Well Site 8 (Sta. 153+11 to Sta. 203+55.13).

15. Construct rough grading of new well pad and commence well construction at Well Site 8.
 16. Construct and test new 18-inch raw water main from Sta. 153+11 to Sta. 203+40.
 17. Construct two (2) parallel 4-inch electrical conduits to from Well Site 7 to the Duke Energy northern pole and one (1) 2-inch fiber optic conduit run from Well Site 7 to Well Site 8. Duke Energy shall provide and install electric service line, provide power to Well Site 8, and complete the electric service "loop" between the well sites.
 18. Conduct 24-hour yield tests and water quality sampling, obtain Authorization to Construct and complete construction for Well Site 8, make final piping connections from Well Site 8 to the 18-inch raw water main, and place Well 8 and the remaining section of 18-inch raw water main (Sta. 153+11 to Sta. 203+40) into service.
 19. Complete final grading and seeding.
 20. Conduct final inspections, complete punch list items and closeout project.
- B. Construction Progress Schedule, as required in Section 01330, Submittal Procedures, shall indicate the anticipated items and times that the Work will interfere with normal facility operation.
- C. Indicate switchovers and cut-ins between new work and existing facility on the construction schedule. Submit proposed date for switchover in writing to Engineer and Owner a minimum of seven (7) days and again 24-hours in advance of actual field work. Owner shall have the right to delay Work due to operational requirements, without additional cost to Owner.
- D. Perform switchovers and cut-ins during low flow periods at the facility. This may require night / weekend operations by Contractor at no additional compensation.
- 1.04 OWNER OCCUPANCY
- A. Owner will occupy site during entire period of construction.
- B. Contractors shall cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- 1.05 CONTRACTOR USE OF SITE
- A. Work is located within Rights-of-Way of the NC Department of Transportation. Requirements of the owners of the rights-of-way must be complied with and specifically as required in the permits attached to Section, Supplementary General Conditions.
- B. Only Owner's right to perform construction and maintenance operations with its own forces and to employ separate contractors on portions of the Project limits contractor's use of site during the construction period. Work at the Project site by Owner will be coordinated with the Contractor.
- C. Contractor shall provide his own staging area as necessary for his Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION
Not Used

END OF SECTION