



Request for Bid Proposals
Lake Lure Rocky Broad River Dredging Project
Town of Lake Lure, North Carolina

Issue Date: Monday, June 3, 2024
Due Date: Wednesday, June 12, 2024
Time: 2:00 P.M.

INFORMATION FOR BIDDERS

1. **TOWN CONTACT FOR BIDDERS**

All communications from bidders will be to the Parks, Recreation, and Lake Director;
Dean Givens:

loa@townoflakelure.com

Cell 828-460-0623 Office 828-625-9983 x 501

P.O. Box 5 Lake Lure, N.C. 28746

2. **RECEIPT OF BIDS**

Sealed Bids will be received during normal business hours at Town Hall of the Town of Lake Lure, 2948 Memorial Highway, Lake Lure, North Carolina, 28746 until 2:00p.m. local time on June 3, 2024. The Bids will be opened by the Town staff and bidders will be notified thereafter.

3. **PROJECT**

Lake Lure — Rocky Broad River Dredging

4. **DESCRIPTION**

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

5. INSTRUCTION TO BIDDERS

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

A. Workers' Comp and Employer's liability

B. Comprehensive general liability

6. QUALIFICATIONS OF BIDDERS

All prime contractors must be qualified and experienced with hydraulic and mechanical dredging and mobile onsite dewatering. Contractor must have a General contractor's license with appropriate Classification for the Work, and provide workman's compensation insurance in compliance with the state of North Carolina.

7. TIME OF STARTING WORK

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

8. PREPARATION OF BIDS

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

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

9. PROGRESS SCHEDULE

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

10. OWNER

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

11. WITHDRAWAL OF BIDS

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

12. RIGHT TO ACCEPT AND REJECT BIDS

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

13. CONDITIONS OF THE WORK

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

14. PAYMENT

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

15. SCHEDULE AND SEQUENCE OF WORK

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

16. PUBLIC SAFETY

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

17. LOCATION AND INSPECTION OF SITE

A. The site of work is located within the Town of Lake Lure city limits and sits just off of Boys Camp Road in Lake Lure, North Carolina.

B. Prospective bidders are encouraged to inspect the site in order to become familiar with existing conditions and may make arrangements with Mr. Dean Givens, Parks Recreation and Lake Director, Town of Lake Lure, North Carolina 28746 cell 828-460-0623. All bidders shall, by their bid submission, acknowledge that they understand the full scope of all work described within.

GENERAL CONDITIONS

1. DESCRIPTION/SCOPE OF WORK

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

B. Work included: All labor, materials and equipment necessary to hydraulically or mechanically dredge and dewater (i.e. belt filter presses, centrifuges, etc.) 30,000 cubic yards of sediment annually from the existing navigational channel located on the west side of Lake Lure Rocky Broad River Dredging. All dredged materials will be

removed and hauled away from Lake Lure's property as part of this contract.

The work will consist of removing the soft accumulated sediment from within the areas designated by the owner down to the hard original lake bottom or to the maximum water depth specified below the normal lake level of 990 (MSL). The hydraulically dredged sediment will be pumped via HOPE dredge pipe to the designated dewatering site located on Happy Hollow Lane off of Boys Camp Rd.

C. Shall turbidity curtains be required, the Town & Contractor will work together to determine cost. The Town will reimburse the contractor for this cost. Turbidity curtains shall not be installed unless requested & approved by the Town.

D. A mutually agreed upon amount of dewatered sediment can be stockpiled onsite and will be removed by the contractor at such time the contractor is able to dispose of same in a timely manner. The Happy Hollow spoils site will be the primary operation site for dredging, dewatering, separating and washing sediment. The contractor will be responsible for up-keep and maintenance of the Happy Hollow Lane, spoils location.

E. Contractor shall provide, install, and maintain all temporary erosion control features, including straw bale ditch checks, silt fences, etc.

F. This work includes operation and maintenance of the sediment dewatering system and return water pipeline in a safe and sanitary condition meeting all return water effluent requirements as specified by the Town's NPDES permit; providing hydraulic or mechanical dredging equipment and experienced personnel capable of meeting the operating requirements of the project and maintaining safe and satisfactory conditions to the adjacent environment and public; installing, maintaining and removing all discharge piping in a safe condition and workmanlike manner; cleaning up and re-vegetating all disturbed areas involved in the hydraulic dredging operation.

G. Upon successful completion of dredging operation, the Town will have the option to renew or amend the contract for following year, if agreed to by contractor.

2. CONTRACT TIME

A. This contract will be for the period of one year. It requires Contractor to give a cubic yard price to dredge, dewater and remove 30,000 cubic yards of sediment and to adhere to all federal, state, and municipal regulations associated with the work.

B. The official start of construction will not begin until the Owner indicates in writing that the dredging area and sediment dewatering site have been issued the necessary regulatory permits.

C. The amount of time allowed to substantially complete the hydraulic dredging portion of work will be determined by the owner.

D. Operation of the dredge is allowed anytime during daylight hours (typically 7:00 A.M to 5:00 P.M.) provided that all safety requirements are met and that the noise emission standards specified in this Specification Section are met.

E. In this Contract, unless specifically stated as "working day", the term "day" or "calendar day" shall mean any day except no work on Saturdays, Sundays and legal holidays at the place of Work unless permission is granted by the owner. Along with the work progress schedule, the Contractor will submit his schedule for normal working days.

F. Claims for extension of time shall be stated in numbers of whole working days. In the case of claims for extension of time because of inclement weather, such extension of time shall be granted only because of inclement weather occurring on a normal working day and preventing the execution of the major or critical item of work underway at that time Submit any weather related time extension requests to the Parks Recreation and Lake Director within 14 days of the delay for approval.

3. UNDERGROUND OBSTACLES

A. Pipe lines and other existing underground installations and structures in the vicinity of the work are shown on the maps according to the best information available to the Owner. The Contractor shall make every effort to locate all underground pipelines, conduits, cables and structures by contacting owners of underground installations and by prospecting in advance of trench excavation. The repair of existing installations cut by the Contractor shall be scheduled so as to cause the least possible inconvenience to the public and to the Owner. Any delay or extra cost to the Contractor caused by conflicts with pipelines, conduits, cables or other underground structures or obstructions shall not constitute a claim for extra work, additional payment, or damages.

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

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

4. PERMITS AND LAWS

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

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

5. OVERDEPTH DREDGING

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

6. PLAN and PAYMENT QUANTITIES

A. The total quantity of material to be removed by hydraulic or mechanically dredging is a base of 30,000 cubic yards annually. Amounts could be less or more.

B. Payment will be based upon

- Documented truckload count of dewatered material removed
- Or Pre and post bathymetry (sonar) whose responsibility to provide pre and post survey, the Contractor or Town?
- Or other method approved by Town (meter)

7. DREDGING OPERATION PLAN

A Contractor shall be responsible for submitting a Dredging Operation Plan listing sequence of dredging operation; pipe influent location; proposed operation of sediment retention cells and water control structure to meet effluent requirements; mobilization and demobilization sequence and schedule; office and material storage location; and all other items as listed in these Specifications. The plan shall be devised to meet the Water Quality requirements listed in this Section.

B. Contractor shall submit a copy of this Plan within thirty (30) days of the Award of this Contract. Plan shall be reviewed by the Owner for coordination of work and comments regarding sequencing. After incorporating the Owner's comments, Contractor will transmit a copy to the Owner. Any major deviation to the plan must be submitted by the Contractor for the Owner's review prior to implementation. This plan must be completed prior to the first monthly pay estimate. Failure to do so may require the delay of processing the pay request until properly completed.

8. DAILY LOG OF OPERATION

A. The Contractor shall maintain a daily log and/or diary of all hydraulic dredging operations; including, but not limited to the following:

1. Volume pumped
2. Area dredged

3. Depth of dredging
4. Character of material dredged
5. Hours of work and down time
6. Number of shifts worked; number of employees; number and type of equipment
7. Weather condition
8. Unusual conditions
9. Daily Water Levels

B. Contractor shall make the log available at all times for review by Owner. Contractor shall furnish a copy of the entire log at the end of the project. A copy of the Log must accompany Monthly Payment Requests.

9. LAKE LURE WATER LEVELS

A. The normal pool elevation is "990 feet MSL" Water levels are recorded and managed by the hydroelectric supervisor.

B. Daily water levels must be measured and recorded during dredging operations in order to insure that the proposed dredging depths are reached in areas where water depths are specified. These water depths provide the basis for setting cutterhead depth and verifying as-built elevations.

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

10. PAYMENTS

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

The procedure for payment of work completed is as follows:

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

submit to owner for payment.

e) The owner may withhold 10% of payment request for retainage until the Town approves the completed project and final payment is rendered.

f) Any payment not received within thirty (30) days of the due date shall bear interest thereon at the rate of 1% per month until paid.

g) Should owner fail to make payment by the due date as above specified, contractor has the right to suspend all work until the payment is received.

11. Final Payment

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

a) All supporting data as required by the Town

Bid Forms and Required Documents

- Bid forms
- Annual Hydraulic Dredging
- Emergency/Additional Dredging Requirements:
- Sales Tax Statement: When requested by the Town, each request for progress payment submitted by the contractor shall include a sales tax reimbursement statement (if sales taxes have been paid by the contractor).
- E-verify certificate needs to be filled out and notarized copy of
- Performance and payment Bond
- Copy of general contractor's license
- Copy of insurance
- List of equipment intended for use on this project

General Bid for Annual Hydraulic Dredging

This form is to be used for Annual Hydraulic dredging.

Please price the table below as individual items and then convert to a total cubic yard price.

Company Name: _____

Date: _____

Item No.	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization		LS		
2	De-Mobilization		LS		
3	Hydraulic Dredge	30,000	CY		
4	Wash/Dewater Sediment	30,000	CY		
5	Haul Off and Dispose Sediment	30,000	CY		

General Bid Form for Emergency/Additional Dredging

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

Company Name: _____

Date: _____

Item No.	Item	Quantity	Unit	Unit Price	Total Price
1	Standard excavator w/ operator LC200 or equal	1	P.H.		
2	Mini excavator w/ operator	1	P.H.		
3	Long reach excavator (75') w/ operator	1	P.H.		
4	Wash/Dewater Sediment	1	P.H.		
5	Haul Off and Dispose Sediment	1	P.H.		
6	Dump truck with operator tandem or larger 5-10 miles	1	P.L.		
7	Dump truck w/ operator or larger 15-20 miles	1	P.L.		
8	Mobilization of this equipment (Items 1-7)	1	P.L.		
9	Hydraulic Dredging	1	C.Y.		
10	Wash/dewater	1	C.Y.		
11	Haul off and dispose sediment	1	C.Y.		

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

EXECUTION OF BID

A CONTRACT FOR THE CONSTRUCTION OF:

PROJECT NAME: Lake Lure Dredging

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with is Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder: Sole Proprietor Partnership Limited Liability Company Corporation
 Joint Venture

(Check appropriate box)

BIDDER #1

BIDDER #2

(If a Joint Venture or Partnership)

Name		
Address		
Phone		
Fax		
Printed Name		
SIGNATURE		
Title		
NC General Contractor's License Number		
Classification		
Limits		

Signature

Signature

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

AGREEMENT

AGREEMENT

THIS CONTRACT, in four (4) copies, made and entered into this ____day of _____, 20____, by and between the Town of Lake Lure hereinafter designated as the Owner and _____, hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the Owner for itself and its successors and the Contractor for itself, himself, or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract the Contractor shall construct _____ -

Article 2. In consideration of the payments to be made as hereinafter provided, and the performance of the Owner of all of the matters and things to be performed by the Owner and herein provided; the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions of the Owner made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and for materials, equipment and supplies sold, and also for all costs and expenses incurred, and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, and for all risk of unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents or Contract Advertisement: Invitation to Bid, Itemized Proposal, Agreement, Standard Special Provisions, Project Special Provisions, Contract Drawings, Addenda, and all interpretations of addenda to the Contract Documents issued by the Owner with the approval of the Owner.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. DISPUTE RESOLUTION: Any controversy, dispute or claim arising out of this Agreement or the breach or alleged breach of this Agreement shall first be submitted to mediation. The request for mediation shall be filed in writing. The request may be made concurrently with the filing of a Demand for Arbitration

but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or a court order. The parties shall share the mediator's fee equally. The mediation shall be held in Lake Lure, North Carolina, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

All claims, disputes and other matters or questions arising out of or relating to this Agreement not resolved by mediation, shall be decided by arbitration, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Owner and Contractor expressly agree that arbitrator(s) shall have the power and authority to grant reasonable attorneys' fees and costs in the resolution of the claims, differences and/or controversies arising from the Agreement which the parties have agreed to submit to arbitration. The Demand for Arbitration shall be filed in writing with the other party to the Agreement. A Demand for Arbitration shall be made within a reasonable time after the claim, dispute or other matter relating to this Contract has arisen, and in no event shall be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter will be barred by the applicable statute of limitations.

Article 6. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands and seals and have executed this Agreement, in four copies the day and year first above written.

CONTRACTOR:

ATTEST:

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Seal)

OWNER:

ATTEST:

Town of Lake Lure _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Seal)

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2024.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

_____ ,

Finance Director

Town of Lake Lure, North Carolina