

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in article 7 of the Bid Form the following items shall be included with the submitted bidding documents:

	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
✓	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided); Bid Bond shall be include an executed Power of Attorney.
✓	B1.	Identification of Minority Business Participation
✓	B2.	Affidavit A, Listing of Good Faith Efforts; or Affidavit B, Intent to Perform Contract with Own Workforce

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

**North American Pipeline Management, Inc
1612 Marion St., Suite 218D
Columbia, SC 29201**

SURETY (Name and Address of Principal Place of Business):

**FCCI Insurance Company
6300 University Pkwy.
Sarasota, FL 34240**

OWNER (Name and Address):

**Town of Apex
P.O. Box 250, 105-B Hunter Street
Apex, NC 27502**

BID

Bid Due Date: **August 8, 2023**

Description (Project Name – Include Location): **Lawrence Crossing Sewer Outfall Replacement**

Bond Number: N/A

Date: **August 3, 2023**

Penal Sum Five Percent of Total Bid Amount \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

North American Pipeline Management, Inc (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature

Dorelly A. Herford
Printed Name

President
Title

Attest: [Signature]
Signature

Secretary
Title

SURETY

FCCI Insurance Company (Seal)
Surety's Name and Corporate Seal

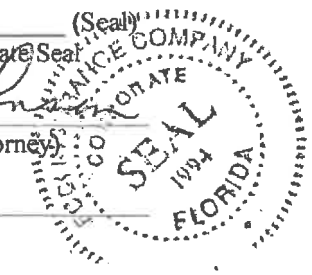
By: [Signature]
Signature (Attach Power of Attorney)

Debra Johnson
Printed Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Michael Brown, Manager, Client Strategy
Title



Note: Above addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Douglas L. Rieder; Brian M. Perry; Debra Johnson; Margaret S. Meyers; Misty L. Haig; Charles W. Seiler; F. Anderson Philips; Sonia Bowers; Michael J. Brown; W. Wesley Hamilton

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of August, 2023

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

BID FORM

Project: Lawrence Crossing Sewer Outfall Replacement

Bid From: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN OF APEX
P.O. BOX 250, 105-B UPCHURCH STREET
APEX, NC 27502**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this 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 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>7-25-23</u>
<u>2</u>	<u>8-8-23</u>
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, 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 confirms that 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 and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. 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 certifies 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 collusive 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):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Sewer Main Replacement					
1	Mobilization [Max. 3% of Base Bid]	LS	1	45,000	45,000
2	Open-cut Installation of 8-inch C900 DR18	LF	665	240	159,600
3	Open-cut Installation of 12-inch C900 DR18	LF	1,190	280	333,200
4	Open-cut Installation of 12-inch DIP Class 350	LF	195	360	70,200
5	Open-cut Installation of 18-inch C905 DR18	LF	265	395	104,675
6	Bore and Jack 16-Inch Casing	LF	30	1,100	33,000
7	Install New 4-foot Dia. Manhole (8'-12' Deep)	EA	4	9,000	36,000
8	Install New 5-foot Dia. Manhole (0'-8' Deep)	EA	1	12,000	12,000
9	Install New 5-foot Dia. Manhole (8'-16' Deep)	EA	4	17,000	68,000
10	Install New 5-foot Dia. Composite Manhole (Proposed MH9)	EA	1	45,000	45,000
11	Install New 6-foot Dia. Manhole (8'-16' Deep)	EA	1	30,000	30,000
12	Abandon Existing Manhole In-Place	EA	12	2,000	24,000
13	Abandon Existing Manhole by Removal	EA	3	4,000	12,000
14	Connect New Sewer Main to Existing Manhole	EA	4	3,500	14,000
15	Connect Existing Sewer Main to New Manhole	EA	3	4,000	12,000
16	Transfer / Reroute / Extend Service Lateral and Connect to New Manhole	EA	3	4,500	13,500
17	Transfer / Reroute / Extend Service Lateral and Connect to New Sewer Main	EA	7	5,300	37,100
18	Install Cleanout on Service Lateral	EA	10	1,200	12,000
19	Connect Existing Force Main to Proposed Manhole 9.	LS	1	15,000	15,000

20	Plug Existing Sewer Main Inside Existing Manhole	EA	2	600	1,200
21	Cementitious Lining of Existing Manhole (1-inch thickness)	VF	15.5	1,500	23,250
22	Cementitious Lining of Existing Manhole (2-inch thickness)	VF	7.5	1,600	12,000
23	Bypass Pumping	LS	1	55,000	55,000
24	Allowance for Miscellaneous Utility Adjustments	N/A	1	N/A	\$25,000.00
Site Work					
25	Asphalt Cut & Patch Town Road	SY	1050	65	68,250
26	Asphalt Cut & Patch NCDOT Road (5" I19.0B)	SY	40	75	3,000
27	Concrete Sidewalk/Driveway Replacement	SY	150	70	10,500
28	Concrete Curb and Gutter Replacement	LF	100	50	5,000
29	Flowable Fill	CY	500	180	90,000
30	Exploratory Excavation (up to 4' x 4' Pit)	EA	4	2,500	10,000
31	Remove and Replace Existing Residential Privacy Fence	LF	50	60	3,000
32	Temporary Stream Pump Around	EA	1	15,000	15,000
33	Undercut Pipe Trench and Replace with No. 67 Stone for Pipe Foundation	CY	100	75	7,500
34	Select Backfill	CY	300	45	13,500
35	Rock Excavation Mechanical method	CY	50	150	7,500
36	Stream Bank Stabilization Class II Rip Rap	TON	10	250	2,500
37	Install Rock Check Dam	EA	20	150	3,000
38	Wattle Inlet Protection Device	EA	40	180	7,200
39	Erosion Control slope and ditch stabilization matting	SY	220	45	9,900
40	Traffic and Pedestrian Control	LS	1	15,000	15,000
41	Tree Protection Fencing	LF	3000	3	9,000
42	Silt Fence	LF	800	4	3,200
43	Stabilized Construction Entrance	EA	2	2,500	5,000
44	Clearing & Grubbing	LS	1	24,000	24,000

45	Cleanup & Seeding (Min. 5% of Total Bid Items (#2, #3, #4 and #5))	LS	1	45,000	45,000
46	Allowance for 3 rd Party Vibration Monitoring and Soil Compaction Testing	N/A	1	N/A	\$10,000.00
Total of All Unit Price Bid Items (1-46)					1,559,775.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 1,559,775.00

One million five hundred fifty-nine thousand seven hundred seventy five and zero cents

Time of Completion

- 5.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with 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 an 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. 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.
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 70877

- 6.02 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.
- 6.03 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 7 – DEFINED TERMS

- 7.01 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 8 – BID SUBMITTAL

Contractor’s License

- A. Number: 70877
- B. Classification: General Contracting
- C. Limitation: Unlimited

Employer’s Tax ID No.: 20-2354828

BIDDER: *[Indicate correct name of bidding entity]*

North American Pipeline Management, Inc.

Telephone Number: 678-820-3991

Fax Number: 678-820-3993

Contact Name and e-mail address: Dorelly A. Herford

dorelly.arango@napminc.com

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: North American Pipeline Management, Inc.

State of Incorporation: Georgia

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

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

Name: Dorelly A. Herford
(Type or print)

Title: President
(Type or print)

Attest: _____
(Signature of Corporate Secretary) Corporate Seal

Date of Qualification to do business in North Carolina is 1-1-23

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)

Identification of Minority Business Participation

I, North American Pipeline Management, Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
North American Pipeline Management, Inc.	Construction	H/F
12 East Montclair Ave, Greenville, SC 29609		
678-820-3991		

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 1,318,640 .

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of Greenville, SC

Affidavit of North American Pipeline Management, Inc.
(Name of Bidder)

In lieu of compliance with the Owner's Minority Business Participation Goals, I hereby certify that it is our intent to perform 100% of the work required for the _____

Lawrence Crossing Sewer Outfall Replacement contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

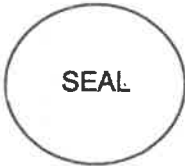
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

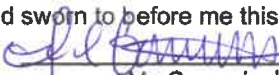
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 7-26-23 Name of Authorized Officer: Dorelly A. Herford

Signature: 

Title: President



State of ^{South} North Carolina, County of Greenville
Subscribed and sworn to before me this 26 day of July 2023
Notary Public 
My commission expires My Commission Expires
February 10, 2030

Expiration Date

12/31/2023

License No.

70877

North Carolina

Licensing Board for General Contractors

This is to Certify That:

North American Pipeline Management, Inc

Marietta, GA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: PU(Water Lines & Sewer Lines)

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Rated, Raleigh, N.C.

02/01/2023

This certificate may not be altered.



Jas Perry
Chairman

C. Hank Wiener
Secretary-Treasurer

**SHAREHOLDER CONSENT TO ACTION OF
NORTH AMERICAN PIPELINE MANAGEMENT, INC.**

The following actions are hereby consented to and hereby taken pursuant to unanimous written shareholder consent and Section 14-2-704 of the Georgia Business Corporation Code.

Notice of the time, place and purpose of the meeting of Shareholders is hereby waived.

The following resolutions and actions are hereby consented to and adopted:

RESOLVED, that the number of Directors is hereby fixed at one (1) and the following person is hereby elected to act as Director for the ensuing year and until their successors have been elected and qualified:

Dorelly Arango Herford

FURTHER RESOLVED, that the directors and the proper officers of the Corporation and any of them be and they are hereby authorized, empowered, and directed to do and perform any and all acts and deeds necessary to carry out the purposes of the foregoing resolutions.

The Secretary is hereby directed to file this Consent in the minute book of the Corporation.

Done the 5th day of September, 2012.


DORELLY ARANGO HERFORD

**CONSENT OF THE BOARD OF DIRECTORS
OF
NORTH AMERICAN PIPELINE MANAGEMENT, INC.**

The Board of Directors of North American Pipeline Management, Inc., a Georgia corporation, by unanimous written consent, hereby consents to and hereby takes the following action pursuant to Section 14-2-821 of the Georgia Business Corporation Code.

Notice of the time, place and purpose of the meeting of the Board of Directors is hereby waived.

The following resolutions and actions are hereby consented to and adopted:

RESOLVED, that the following individuals are hereby elected to serve as officers of the Corporation for the ensuing year and until their successor(s) shall be duly elected and qualified:

Dorelly Arango Herford – President
Brandon Leipprandt – Vice President, Treasurer
Bryce Yarbrough – Secretary

FURTHER RESOLVED, that the proper officers of the Corporation and any of them be and they are hereby authorized, empowered, and directed to do and perform any and all acts and deeds necessary to carry out the purposes of the foregoing resolutions.

The Secretary is hereby directed to file this Consent in the minute book of the Corporation.

Done the 5 day of September, 2012.


DORELLY ARANGO HERFORD

**LAWRENCE CROSSING SEWER OUTFALL REPLACEMENT
TOWN OF APEX
APEX, NORTH CAROLINA**

SUBJECT: ADDENDUM NO. 1

JULY 25, 2023

To the Plans and Specifications for:
Lawrence Crossing Sewer Outfall Replacement
Apex, N.C.

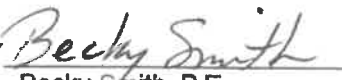
To: PROSPECTIVE BIDDERS AND OTHER CONCERNED PARTIES

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. Previous Addenda Requirements
 - 1. N/A
- B. Bidding Requirements
 - 1. The meeting minutes from the July 20, 2023, Pre-Bid Meeting are attached. The Attendees' list, including contact information, is included with the minutes.
- C. Contracting Requirements
 - 1. Document C-111, Advertisement for Bids
 - a. Replace Bid date of Thursday, August 3, 2023, with Tuesday, August 8, 2023. Time and place to remain the same.
- D. Technical Specification Requirements
 - 1. N/A
- E. Drawing Requirements
 - 1. N/A

Bids will be received until 10:00 am, August 8, 2023

FOR THE OWNER
Town of Apex

BY 
Becky Smith, P.E.

END OF DOCUMENT

July 25, 2023

Project	Town of Apex – Lawrence Crossing Sewer Outfall Replacement	From	Hydrostructures
Subject	Pre-Bid Agenda with Minutes	Tel	919-542-5002
Venue/Date/Time	105-B Upchurch Street, Apex, NC July 20, 2023 / 10:00 AM	Job No	NCAP. 20.01

1. Introduction

- Matt Reker – Town of Apex – Engineer / Project Manager
- Jimmy Cornell – Town of Apex – Utilities Operation Manager
- Jacob Perry – Town of Apex – Utilities Engineer
- Becky Smith – Hydrostructures – Engineer / Project Manager
- Questions/Clarifications – Email Becky Smith, addressed via addendum
- Last day for questions – Friday, July 28, 2023 @ 5pm

2. Project Overview

- Approximately 2,300 LF of open-cut installation of 8", 12", and 18" gravity sewer pipe
- One Bore and jack installation with 16-inch steel casing pipe.
- Installation of 4 Precast Manholes 4' Diameter
- Installation of 5 Precast Manholes 5' Diameter
- Installation of 1 Precast Manhole 6' Diameter
- Installation of 1 Armorock Composite Manhole 5' Diameter
- Approximately 23 VF of Cementitious manhole rehabilitation
- Access improvements, flow control, traffic control, and site restoration

3. Project Schedule

- Bid Date – Due at Water Resources Department, 105-B Upchurch Street on ~~Thursday, August 3, 2023~~, **Tuesday, August 8, 2023**, at 10:00 am.
- Town recommends a shipping delivery date of at least one day ahead of time or hand delivering to 105-B Upchurch Street if submitted the day of the bid.
- 90 Days for Substantial Completion / 120 Days for Final Completion
- Liquidated Damages - \$750/day
- Anticipated Notice-to-Proceed – October 2023

4. Bid Package Requirements

- Reference 00410A Bidder's Checklist
- Bid Bond
- NC Contractors License Number
- Acknowledgement of Addenda
- MWBE Forms
- The contractor is encouraged to pay special attention to the "Unit Prices Section" for clarification of how items are to be paid and what is/is not included with each bid item.

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5. MWBE Requirements

- 10% participation goal
- Submit required forms with Bid - Affidavit A or B

6. Working Hours

- Regular working hours are defined as 8:00 am to 5:00 pm, Monday - Friday, Eastern Standard Time.
- No weekend or Holiday work allowed
- Night work or deviation to standard working hours will be considered by the Town on a case-by-case basis
- When working within NCDOT Right-of-Way follow traffic control plan sheets

7. Project Plan Set

- Overall and General Notes (Sheet 2)
- Plan and Profile (Sheet 3-6)
- Details (Sheet 7-12)
- Traffic Control Plan (Sheet 13-17)

8. Permits

- NCDOT Encroachment
- Apex Wastewater Construction Permit
- USACE notification and approval (NWP 58)

9. Technical Considerations

- Sewer debris may be disposed of at the Town's WWTP on Hwy 55
- Disposal of construction waste is the responsibility of the Contractor
- Water may be obtained from the Town of Apex at no cost, but the contractor will need to get a water meter to keep up with usage (Coordinate with the Town of Apex)
- Water may also be obtained from the Town's Bulk Water Station located at 105-A Upchurch Street
- Flowable fill shall be used in cuts and for abandonment of existing sewer pipes
- Plan to protect and not disturb sidewalk on S. Hughes Street
- 5' Diameter Armorrock Composite Manhole to be used in Perry Road
- The location of the Composite manhole will be determined from the location of the existing 6-inch sewer force main that is in Perry Road. The force main will need to be connected to the proposed composite manhole on a new straight alignment, removing all the existing angles and bends

10. Pre-Bid Meeting Attendance

Name	Email
Becky Smith	becky.smith@hydrostructures.com
Matthew Reker	Matthew.reker@apexnc.org
Jimmy Cornell	Jimmy.Cornell@apexnc.org
Jacob Perry	Jacob.Perry@apexnc.org

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Jacob Kent.	bids@moffatpipe.com
Jose Fuentes	bids@parknc.com
Tanner Goss	ap@parknc.com
Ian Dunn	ldunn@rainforrent.com

11. Questions/Discussions

- A new requirement for contractors working for Apex is to identify all their equipment with a magnetic sign as shown in Section 01500. 1.06. G. Vehicle Signage.
- Does the Town have equipment noise requirements? No. Standard OEM requirements apply to equipment. Noisy equipment that is in disrepair is expected to be maintained.
- What was the cause for the project delay as it was originally bid in early 2022? Pipe supply issues and acquisition of a small piece of easement. All easements have been acquired by the Town and are shown on the plans.
- The project is to be substantially complete in 90 days. Is there flexibility if the composite manhole cannot be delivered within this schedule? The Town is open to discussing supply issues but may elect to revise the design if the composite manhole cannot be obtained.
- Is bypass pumping required to be monitored continuously? Yes, 24/7. See Section 01520. 1.07. D. The Town expects that the contractor will avoid running bypass pumps at night in residential areas and that work hours will be adhered to in order to be respectful of residents. See Section 01520. 1.07. F. for noise reduction features required on the bypass pumping system.
- The Town asks that as contractors walk through the project area to study the area before bidding, that any residents with questions be directed to Town staff.
- Contractors will be provided with a template for door hangers that must be distributed prior to starting construction in each area.
- Is the new sewer alignment between James Street and Perry Road similar to the old alignment? Yes – Where the alignment has been changed significantly – on sheet 3 – the old alignment has been shown.
- The bid opening date has been rescheduled to **Tuesday, August 8, 2023, at 10:00 am.**

**LAWRENCE CROSSING SEWER OUTFALL REPLACEMENT
TOWN OF APEX
APEX, NORTH CAROLINA**

SUBJECT: ADDENDUM NO. 2

AUGUST 8, 2023

To the Plans and Specifications for:
Lawrence Crossing Sewer Outfall Replacement
Apex, 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. Previous Addenda Requirements
 - 1. Document C-111, Advertisement for Bids
 - a. Replace Bid date of Thursday, August 3, 2023, with Tuesday, August 8, 2023. Time and place to remain the same.
 - 2. The meeting minutes from the July 20, 2023, Pre-Bid Meeting were attached.
- B. Bidding Requirements
 - 1. N/A.
- C. Contracting Requirements
 - 1. Document C-111, Advertisement for Bids
 - a. Replace Bid date of Tuesday, August 8, 2023, with Thursday, August 24, 2023.
 - b. Replace time of bid opening from 10:00 am to 11:00 am. Place to remain the same.
- D. Technical Specification Requirements
 - 1. N/A
- E. Drawing Requirements
 - 1. N/A

Bids will be received until 11:00 am, August 24, 2023

FOR THE OWNER
Town of Apex

BY Becky Smith
Becky Smith, P.E.

END OF DOCUMENT