

White Oak Greenway

NCDOT TIP # U-55301B
Bid Opening 05/02/2017 2:00 PM



White Oak Greenway

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
1	0000100000-N	800	MOBILIZATION	1	LS	\$ 409,378.43	\$ 409,378.43
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	\$ 50,000.00	\$ 50,000.00
3	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM (AS-CONSTRUCTED SURVEY)	1	LS	\$ 20,000.00	\$ 20,000.00
4	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (STANDARD REMOVABLE BOLLARD)	6	EA	\$ 700.00	\$ 4,200.00
5	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (STANDARD FIXED BOLLARD)	12	EA	\$ 500.00	\$ 6,000.00
6	0000950000-E	SP	GENERIC MISCELLANEOUS ITEM (TIMBER MATS)	7400	SF	\$ 15.00	\$ 111,000.00
7	0043000000-N	226	GRADING	1	LS	\$ 225,000.00	\$ 225,000.00
8	0057000000-E	226	UNDERCUT EXCAVATION	500	CY	\$ 60.00	\$ 30,000.00
9	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	500	CY	\$ 60.00	\$ 30,000.00
10	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	200	SY	\$ 3.00	\$ 600.00
11	0241000000-E	SP	GENERIC GRADING ITEM (GEOTEXTILE SEPARATOR FABRIC)	6935	SY	\$ 2.75	\$ 19,071.25
12	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	60	LF	\$ 75.00	\$ 4,500.00
13	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	72	LF	\$ 85.00	\$ 6,120.00
14	1077000000-E	SP	#57 STONE	100	TON	\$ 55.00	\$ 5,500.00
15	1121000000-E	520	AGGREGATE BASE COURSE	2428	TON	\$ 45.00	\$ 109,260.00
16	1519000000-E	610	ASPHALT CONC SURFACE COURSE,TYPE S9.5B	570	TON	\$ 110.00	\$ 62,700.00
17	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	35	TON	\$ 800.00	\$ 28,000.00
18	2738000000-E	SP	GENERIC PAVING ITEM (4.5" CONCRETE TRAIL W/ FOOTINGS)	815	SY	\$ 95.00	\$ 77,425.00
19	3572000000-E	867	CHAIN LINK FENCE RESET (6')	572	LF	\$ 18.00	\$ 10,296.00
20	3575000000-E	SP	GENERIC FENCING ITEM (FENCE WIND SCREEN)	130	LF	\$ 5.00	\$ 650.00
21	3628000000-E	876	RIP RAP, CLASS I	120	TON	\$ 75.00	\$ 9,000.00
22	3649000000-E	876	RIP RAP, CLASS B	6	TON	\$ 67.00	\$ 402.00
23	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	425	SY	\$ 3.00	\$ 1,275.00
24	4025000000-E	901	CONTRACTOR FURNISHED, TYPE "E" SIGN	51	SF	\$ 17.00	\$ 867.00
25	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	136	LF	\$ 6.00	\$ 816.00
26	4102000000-N	904	SIGN ERECTION, TYPE E	17	EA	\$ 85.00	\$ 1,445.00
27	6000000000-E	1605	TEMPORARY SILT FENCE	9725	LF	\$ 3.00	\$ 29,175.00
28	6006000000-E	1610	STONE FOR EROSION CONTROL,CLASS A	145	TON	\$ 50.00	\$ 7,250.00
29	6009000000-E	1610	STONE FOR EROSION CONTROL,CLASS B	150	TON	\$ 50.00	\$ 7,500.00
30	6012000000-E	1610	SEDIMENT CONTROL STONE	70	TON	\$ 44.00	\$ 3,080.00

FRED SMITH CO.

Unit Cost	Bid Amount	% over/under Estimate
\$ 169,900.00	\$ 169,900.00	-58%
\$ 33,000.00	\$ 33,000.00	-34%
\$ 6,000.00	\$ 6,000.00	-70%
\$ 750.00	\$ 4,500.00	7%
\$ 450.00	\$ 5,400.00	-10%
\$ 21.00	\$ 155,400.00	40%
\$ 756,000.00	\$ 756,000.00	236%
\$ 65.00	\$ 32,500.00	8%
\$ 57.00	\$ 28,500.00	-5%
\$ 4.00	\$ 800.00	33%
\$ 3.50	\$ 24,272.50	27%
\$ 65.00	\$ 3,900.00	-13%
\$ 80.00	\$ 5,760.00	-6%
\$ 75.00	\$ 7,500.00	36%
\$ 35.00	\$ 84,980.00	-22%
\$ 130.00	\$ 74,100.00	18%
\$ 420.00	\$ 14,700.00	-48%
\$ 80.00	\$ 65,200.00	-16%
\$ 20.00	\$ 11,440.00	11%
\$ 12.00	\$ 1,560.00	140%
\$ 90.00	\$ 10,800.00	20%
\$ 110.00	\$ 660.00	64%
\$ 4.00	\$ 1,700.00	33%
\$ 20.00	\$ 1,020.00	18%
\$ 5.50	\$ 748.00	-8%
\$ 220.00	\$ 3,740.00	159%
\$ 2.50	\$ 24,312.50	-17%
\$ 80.00	\$ 11,600.00	60%
\$ 65.00	\$ 9,750.00	30%
\$ 65.00	\$ 4,550.00	48%

BROWE CONSTRUCTION

Unit Cost	Bid Amount	% over/under Estimate
\$ 249,500.00	\$ 249,500.00	-39%
\$ 70,200.00	\$ 70,200.00	40%
\$ 15,000.00	\$ 15,000.00	-25%
\$ 1,375.00	\$ 8,250.00	96%
\$ 825.00	\$ 9,900.00	65%
\$ 10.00	\$ 74,000.00	-33%
\$ 1,461,100.00	\$ 1,461,100.00	549%
\$ 58.00	\$ 29,000.00	-3%
\$ 86.00	\$ 43,000.00	43%
\$ 2.20	\$ 440.00	-27%
\$ 2.20	\$ 15,257.00	-20%
\$ 113.00	\$ 6,780.00	51%
\$ 143.00	\$ 10,296.00	68%
\$ 86.00	\$ 8,600.00	56%
\$ 44.00	\$ 106,832.00	-2%
\$ 188.00	\$ 107,160.00	71%
\$ 503.00	\$ 17,605.00	-37%
\$ 140.00	\$ 114,100.00	47%
\$ 50.00	\$ 28,600.00	178%
\$ 275.00	\$ 35,750.00	5400%
\$ 100.00	\$ 12,000.00	33%
\$ 100.00	\$ 600.00	49%
\$ 3.60	\$ 1,530.00	20%
\$ 55.00	\$ 2,805.00	224%
\$ 20.00	\$ 2,720.00	233%
\$ 330.00	\$ 5,610.00	288%
\$ 6.00	\$ 58,350.00	100%
\$ 86.00	\$ 12,470.00	72%
\$ 86.00	\$ 12,900.00	72%
\$ 86.00	\$ 6,020.00	95%

Average Bidders

Average Bid Amount	% over/under estimate
\$ 209,700.00	-49%
\$ 51,600.00	3%
\$ 10,500.00	-48%
\$ 6,375.00	52%
\$ 7,650.00	28%
\$ 114,700.00	3%
\$ 1,108,550.00	393%
\$ 30,750.00	3%
\$ 35,750.00	19%
\$ 620.00	3%
\$ 19,764.75	4%
\$ 5,340.00	19%
\$ 8,028.00	31%
\$ 8,050.00	46%
\$ 95,906.00	-12%
\$ 90,630.00	45%
\$ 16,152.50	-42%
\$ 89,650.00	16%
\$ 20,020.00	94%
\$ 18,655.00	2770%
\$ 11,400.00	27%
\$ 630.00	57%
\$ 1,615.00	27%
\$ 1,912.50	121%
\$ 1,734.00	113%
\$ 4,675.00	224%
\$ 41,331.25	42%
\$ 12,035.00	66%
\$ 11,325.00	51%
\$ 5,285.00	72%

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
31	601500000-E	1615	TEMPORARY MULCHING	5	ACR	\$ 2,000.00	\$ 10,000.00
32	601800000-E	1620	SEED FOR TEMPORARY SEEDING	400	LB	\$ 7.75	\$ 3,100.00
33	602100000-E	1620	FERTILIZER FOR TEMPORARY SEED-ING	2	TON	\$ 1,800.00	\$ 3,600.00
34	602900000-E	SP	SAFETY FENCE	200	LF	\$ 3.00	\$ 600.00
35	603000000-E	1630	SILT EXCAVATION	270	CY	\$ 2.00	\$ 540.00
36	603700000-E	SP	COIR FIBER MAT	100	SY	\$ 7.50	\$ 750.00
37	603600000-E	1631	MATTING FOR EROSION CONTROL	11250	SY	\$ 2.75	\$ 30,937.50
38	604200000-E	1632	1/4" HARDWARE CLOTH	220	LF	\$ 3.50	\$ 770.00
39	6071014000-E	SP	COIR FIBER WATTLE BARRIER	500	LF	\$ 12.00	\$ 6,000.00
40	608400000-E	1660	SEEDING & MULCHING	6	ACR	\$ 2,600.00	\$ 15,600.00
41	608700000-E	1660	MOWING	6	ACR	\$ 125.00	\$ 750.00
42	609000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	\$ 8.00	\$ 400.00
43	609300000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	\$ 1,200.00	\$ 300.00
44	609600000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	150	LB	\$ 6.00	\$ 900.00
45	610800000-E	1665	FERTILIZER TOPDRESSING	4	TON	\$ 1,000.00	\$ 4,000.00
46	611700000-N	SP	RESPONSE FOR EROSION CONTROL	7	EA	\$ 2,250.00	\$ 15,750.00
47	613200000-N	SP	GENERIC EROSION CONTROL ITEM - CONCRETE WASHOUT STRUCTURE	5	EA	\$ 2,000.00	\$ 10,000.00
48	8112730000-N	450	PDA TESTING	9	EA	\$ 3,300.00	\$ 29,700.00
49	886700000-E	SP	GENERIC STRUCTURE ITEM (LF) (BOARDWALK 10 FOOT SPANS)	4763	LF	\$ 500.00	\$ 2,381,260.00
50	886700000-E	SP	GENERIC STRUCTURE ITEM (LF) (BOARDWALK 20 FOOT SPANS)	80	LF	\$ 700.00	\$ 56,000.00
51	886700000-E	SP	GENERIC STRUCTURE ITEM (LF) (BOARDWALK POSTS 9" MIN. TIP)	12730	LF	\$ 40.00	\$ 509,194.56
52	886000000-N	SP	GENERIC STRUCTURE ITEM (BOARDWALK FRAMING AT INTERSECTION)	1	LS	\$ 5,000.00	\$ 5,000.00
53	886000000-N	SP	GENERIC STRUCTURE ITEM (BOARDWALK DECKING AT INTERSECTION)	1	LS	\$ 3,000.00	\$ 3,000.00
54	889700000-N	SP	GENERIC STRUCTURE ITEM (EA) (CONCRETE APPROACH)	11	EA	\$ 3,500.00	\$ 38,500.00
55	889700000-N	SP	GENERIC STRUCTURE ITEM (BRIDGE APPROACH RAILS)	13	EA	\$ 4,000.00	\$ 52,000.00
ALLOWANCES							
56	667400000-N	SP	GENERIC PLANTING ITEM (LS)	1	LS	\$ 25,000.00	\$ 25,000.00
57	000900000-N	SP	GENERIC MISCELLANEOUS ITEM (WOOD STAIN)	1	LS	\$ 2,000.00	\$ 2,000.00

\$4,476,162.74

Unit Cost	Bid Amount	% over/under Estimate
\$ 700.00	\$ 3,500.00	-65%
\$ 3.50	\$ 1,400.00	-55%
\$ 500.00	\$ 1,000.00	-72%
\$ 8.00	\$ 1,600.00	167%
\$ 10.00	\$ 2,700.00	400%
\$ 15.00	\$ 1,500.00	100%
\$ 1.50	\$ 16,875.00	-45%
\$ 4.00	\$ 880.00	14%
\$ 20.00	\$ 10,000.00	67%
\$ 1,800.00	\$ 10,800.00	-31%
\$ 100.00	\$ 600.00	-20%
\$ 6.00	\$ 300.00	-25%
\$ 1,600.00	\$ 400.00	33%
\$ 4.00	\$ 600.00	-33%
\$ 483.00	\$ 1,932.00	-52%
\$ 500.00	\$ 3,500.00	-78%
\$ 250.00	\$ 1,250.00	-88%
\$ 3,100.00	\$ 27,900.00	-6%
\$ 290.00	\$ 1,381,270.00	-42%
\$ 450.00	\$ 36,000.00	-36%
\$ 18.00	\$ 229,140.00	-55%
\$ 22,933.00	\$ 22,933.00	359%
\$ 18,000.00	\$ 18,000.00	500%
\$ 2,500.00	\$ 27,500.00	-29%
\$ 2,300.00	\$ 29,900.00	-43%
FRED SMITH CO.		
\$ 25,000.00	\$ 25,000.00	0%
\$ 2,000.00	\$ 2,000.00	0%

3,385,773.00

-24%

Unit Cost	Bid Amount	% over/under Estimate
\$ 1,900.00	\$ 9,500.00	-5%
\$ 6.00	\$ 2,400.00	-23%
\$ 2,000.00	\$ 4,000.00	11%
\$ 6.00	\$ 1,200.00	100%
\$ 58.00	\$ 15,660.00	2800%
\$ 10.00	\$ 1,000.00	33%
\$ 3.00	\$ 33,750.00	9%
\$ 12.00	\$ 2,640.00	243%
\$ 11.00	\$ 5,500.00	-8%
\$ 3,300.00	\$ 19,800.00	27%
\$ 500.00	\$ 3,000.00	300%
\$ 9.00	\$ 450.00	13%
\$ 2,000.00	\$ 500.00	67%
\$ 9.00	\$ 1,350.00	50%
\$ 2,000.00	\$ 8,000.00	100%
\$ 600.00	\$ 4,200.00	-73%
\$ 1,500.00	\$ 7,500.00	-25%
\$ 4,100.00	\$ 36,900.00	24%
\$ 370.00	\$ 1,762,310.00	-26%
\$ 585.00	\$ 46,800.00	-16%
\$ 25.00	\$ 318,250.00	-37%
\$ 30,000.00	\$ 30,000.00	500%
\$ 22,250.00	\$ 22,250.00	642%
\$ 5,500.00	\$ 60,500.00	57%
\$ 3,100.00	\$ 40,300.00	-23%
BROWE CONSTRUCTION		
\$ 25,000.00	\$ 25,000.00	0%
\$ 2,000.00	\$ 2,000.00	0%

\$4,964,135.00

11%

Average Bid Amount	% over/under estimate
\$ 6,500.00	-35%
\$ 1,900.00	-39%
\$ 2,500.00	-31%
\$ 1,400.00	133%
\$ 9,180.00	1600%
\$ 1,250.00	67%
\$ 25,312.50	-18%
\$ 1,760.00	129%
\$ 7,750.00	29%
\$ 15,300.00	-2%
\$ 1,800.00	140%
\$ 375.00	-6%
\$ 450.00	50%
\$ 975.00	8%
\$ 4,966.00	24%
\$ 3,850.00	-76%
\$ 4,375.00	-56%
\$ 32,400.00	9%
\$ 1,571,790.00	-34%
\$ 41,400.00	-26%
\$ 273,695.00	-46%
\$ 26,466.50	429%
\$ 20,125.00	571%
\$ 44,000.00	14%
\$ 35,100.00	-33%
Average Bidders	
\$ 4,201,954.00	-7%





TRANSPORTATION & FACILITIES DEPARTMENT

White Oak Creek Greenway (ATT segment) PR1186

NCDOT TIP # U-5530 IB

Pre-Bid Meeting sign in

April 5, 2017

Name	Company	Phone	Email
ALAN SHAPIRO	NCDOT	919-220-4600	awshapiro@ncdot.gov
DARREYL SMITH	FRED SMITH COMPANY	(919) 582-3524	darryl.smith@fredsmithcompany.NET
BILL VOLGT	BACKWOODS BRIDGES	813-244-9233	bill@BACKWOODSBRIDGES.com
Vik Letzbeck	Stewart	919-866-4773	vletzbeck@stewartinc.com
ROBERT WILLIAMS	STEWART	919-866-4826	rwilliams@stewartinc.com
BJ LANIER	LANIER Construction	(252) 747-8124	bj@lanierconstruction.com
Sam Gore	Browe Const.	919-422-9512	Sam.gore@browecon.com
Randy Talley	CAROLINA Sunrock	919-441-6498	rtalley@thesunrockgroup.com
Chris Buch	Caroline Sunrock	919-906-3904	cbuch@thesunrockgroup.com
CLINT JOHNSON	CK JOHNSON	919-422-9589	CLINT@CKJOHNSONLLC.com
MARK ABBOTT	J M Thompson	919-551-1611	MARK.ABBOTT@jmtompsonco.com
Angela Reincke	Town of Apex	919-372-7468	angela.reincke@apexnc.org
Eric Battle	Town of Apex		eric.battle@apexnc.org
Ishani Padmaperuma	TOE TOE	919-653-7110	ishani.padmaperuma@townofapex.org
Cheryl Perry	TOE	919-469-4077	cheryl.perry@townofapex.org

TOWN of CARY



TRANSPORTATION & FACILITIES DEPARTMENT

White Oak Creek Greenway (ATT segment) PR1186
NCDOT TIP # U-5530 IB
Bid Opening Meeting sign in
May 2, 2017

Name	Company	Phone	Email
Sam Gore	Browe Const.	919.422.9512	Sam.gore@browecon.com
Darryl Smith	FRED SMITH COMPANY	(919) 783-5700	darryl.smith@fredsmithcompany.NET
Kimberly Branch	TOC	752-469-4050	kimberly.branch@townofcary.gov
Ishani Padmapurina	TOC	919-653-7110	ishani.padmapurina@townofcary.org
Cheryl Perry	TOC	919-469-4017	cheryl.perry@townofcary.org
ROBERT WILLIAMS	STEWART	919-866-4826	rwilliams@stewartinc.com
ANGELA REINSCKE	TOWN OF APEX	919-372-7468	angela.reinscke@apexnc.org
JOHN BROWN	TOWN OF APEX	919-249-3344	John.brown@apexnc.org
Sarah Alexander	TOC		

TOWN of CARY

White Oak Creek Greenway- ATT Segment PR1186
 Bid Opening Attendance Sheet
 4/20/2017 @ 1:30pm

NAME	REPRESENTING	PHONE NUMBER/ EMAIL
DARRYL SMITH	FRED SMITH COMPANY	(919) 582-3524 darryl.smith@fredsmithcompany.NET
Vic Lebock	Stewart	919 866 4773 vlebock@stewartinc.com
Ishani Padmaperuma	TOC	ishani.padmaperuma@townofcary.org
ROBERT WILLIAMS	STEWART	(919) 806-4826 rwilliams@stewartinc.com
SAM GORE	BROWN CONSTRUCTION CO.	919.422.9512 sam.gore@browncon.com
Angela Reincke	Town of Apex	angela.reincke@apexnc.org (919) 249-3402
John Brown	Town of Apex	john.brown@apexnc.org (919) 249-3402
Cheryl Perry	Town of Cary	cheryl.perry@townofcary.org

**RESOLUTION
OF THE CARY TOWN COUNCIL
RECOMMENDING BID AWARD**

WHEREAS, the Town of Cary (Town) has planned the White Oak Creek Greenway American Tobacco Trail Segment Project (the Project), a greenway project from Green Level Church Road to the American Tobacco Trail; and

WHEREAS, on June 22, 2015 the Town entered into an agreement with North Carolina Department of Transportation, an agency of the State of North Carolina ("NCDOT") to receive Surface Transportation Program – Direct Allocation (STP-DA) funds from the Federal Highway Administration (FHWA), competitively allocated through Capital Area Metropolitan Planning Organization (CAMPO), for construction of the Project; and

WHEREAS, the Town received construction authorization from NCDOT on March 14, 2017 and advertised the project for bids on April 5, 2017, and opened bids on April 20, 2017 and May 2, 2017; and

WHEREAS, FSC II, LLC dba Fred Smith Company was the lowest responsive, responsible bidder with a bid of \$3,412,773; and


WHEREAS, the North Carolina Department of Transportation ("NCDOT") must concur in this bid award as administrators of Federal funding provided for this project; and

WHEREAS, this Resolution is intended to serve as documentation to NCDOT of the Town Council's recommendation of award of the Project.

NOW THEREFORE, The Town Council of the Town of Cary resolves that:

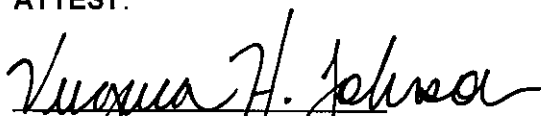
The Town Council hereby recommends award of the White Oak Creek Greenway American Tobacco Trail Segment construction contract to FSC II, LLC dba Fred Smith Company for \$3,412,773. The recommendation of award by Council represents a preliminary determination as to the qualifications of the bidder and no legally binding acceptance of the bid or offer occurs until the Town has executed a written agreement. The contract award is subject to the contractor providing all bonds, insurance and other required documents set forth in the Bid Documents and executing a contract in a form agreeable to the Town. The contract award is also subject to NCDOT concurrence.

Adopted this the 25 day of May, 2017.



Harold Weinbrecht, Jr., Mayor

ATTEST:



Virginia H. Johnson, Town Clerk





**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:
CARY PR1186 : TIP U-5530 IB

NAME OF BIDDER:
FSC II, LLC. dba Fred Smith Company

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor Austin Trucking, LLC.

Address PO Box 606

City Clayton State NC Zip 27520

Please check all that apply:

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE)

Disadvantaged Business Enterprise (DBE)

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ 89,786.25

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Austin Trucking, LLC.

FSC II, LLC. dba Fred Smith Company

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

[Signature]
Signature / Title

[Signature] VP
Signature / Title

5/3/17
Date

5/4/17
Date



**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:
CARY PRI186 : TIP U-5530 IB

NAME OF BIDDER:
FSC II, LLC. dba Fred Smith Company

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor Carolina Environmental Contracting, Inc.

Address PO Box 1905

City Mount Airy State NC Zip 27030

Please check all that apply:

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE)

Disadvantaged Business Enterprise (DBE)

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ 21,395.00

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Carolina Environmental Contracting, Inc.

FSC II, LLC. dba Fred Smith Company

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Wanda W. Smith / Contract Administrator
Signature / Title

Thomas J. Johnson VP
Signature / Title

05-03-2017

5/4/17

Date

Date



**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:
CARY PR1186 : TIP U-5530 IB

NAME OF BIDDER:
FSC II, LLC. dba Fred Smith Company

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor Certified Concrete Construction, Inc.
Address PO Box 91298
City Raleigh State NC Zip 27617

Please check all that apply:

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE)

Disadvantaged Business Enterprise (DBE)

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

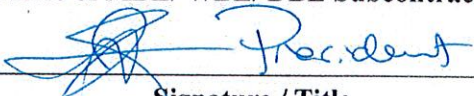
Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ 87,647.25

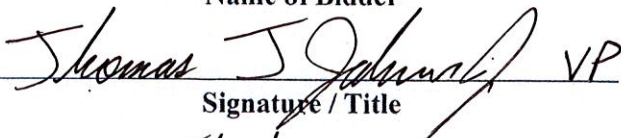
The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Certified Concrete Construction, Inc.
Name of MBE/ WBE/ DBE Subcontractor

Signature / Title
5/4/17
Date

FSC II, LLC. dba Fred Smith Company
Name of Bidder
 VP
Signature / Title
5/4/17
Date



**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:
CARY PR1186 : TIP U-5530 IB

NAME OF BIDDER:
FSC II, LLC. dba Fred Smith Company

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor Stay Alert Safety Services, Inc.

Address PO Box 467

City Kernersville State NC Zip 27285

Please check all that apply:

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE) ✓

Disadvantaged Business Enterprise (DBE) ✓

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ 5,938.40

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Stay Alert Safety Services, Inc.
Name of MBE/ WBE/ DBE Subcontractor
Wade Ruckey
Signature / Title
5-3-17
Date

FSC II, LLC. dba Fred Smith Company
Name of Bidder
Thomas J. Johnson VP
Signature / Title
5/4/17
Date

PROJECT MANUAL

FOR

**WHITE OAK CREEK GREENWAY-
AMERICAN TOBACCO TRAIL
SEGMENT**

**PROJECT NO. PR1186
TIP # U-5530 IB**

MARCH 2017

**TOWN OF CARY
WAKE COUNTY, NORTH CAROLINA**

MAYOR:	HAROLD WEINBRECHT, JR.
TOWN CLERK:	VIRGINIA H. JOHNSON
TOWN MANAGER:	SEAN R. STEGALL
DIRECTOR OF TRANSPORTATION & FACILITIES:	JERRY JENSEN, P.E.

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF CARY, NORTH CAROLINA ("Owner")

FROM: "BIDDER" FSC II, LLC. dba FRED SMITH COMPANY

ADDRESS 6105 CHAPEL HILL RD.

RALEIGH, NC 27607

DATE OF BID MAY 2, 2017, 2017

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of Cary, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

WHITE OAK CREEK GREENWAY
PR1186, TIP# U-5530 IB

for the Town of Cary, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of: _____ Dollars (\$ _____), or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

** Fill in appropriate Addenda number(s): *1: 4/12/17 *2: 4/19/17 *3: 4/25/17 *4: 4/27/17

[Terms continued on the following page.]

THAT: The rights of the Owner and the recommendations of the Engineer shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of:

Dollars (\$ _____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of:

Dollars (\$ _____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion.

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The successful bidder shall be required to submit a complete detailed cost breakdown of the Lump Sum Bid Price amount (if project is a lump sum bid) for payment purposes, for approval by the Engineer, prior to the Award of the Contract.

[Terms continued on the following page.]

NOTICE OF AWARD

TO: CONTRACTOR/BIDDER: _____

ADDRESS: _____

FROM: _____

OWNER: Town of Cary
Cary, North Carolina

PROJECT: _____

You are hereby notified that the Owner has considered the Bid Proposal submitted by you for the above-described project in response to its Notice to Bidders dated _____.

It appears that it is to the best interest of said Owner to accept your Bid Proposal in the amount of: _____ Dollars (\$_____). You are therefore hereby notified that your Bid Proposal has been accepted **[for ... (specifier add description of base or alternate bids being accepted is applicable)]**.

The Bidder is required by as a condition of its Award of the Contract to execute and deliver the formal Contract with the Owner and to furnish the required Bidder's Performance and Payment Bonds within fifteen (15) days from the date of the delivery of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within fifteen (15) days from the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and to award the work covered by your Bid Proposal to another bidder, or to readvertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20____.

Town of Cary, North Carolina

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Bidder

By: _____

Title: _____

- END OF SECTION -

THAT: It is the intent of these Contract Documents to obtain a Contract based on a Lump Sum Price except where Unit Prices are specifically requested. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall be required to apply for and obtain a privilege license from the Town of Cary, prior to the Award of the Contract.

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses required under North Carolina state laws governing their respective trade(s).

THAT: The successful bidder and all subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and shall provide documentation or sign affidavits or any other documents requested by the Town of Cary demonstrating such compliance.

THE FOLLOWING FORMS AND DOCUMENTATION SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

1. Bid Bond or other allowable bid security;
2. Photocopy of Bidder's North Carolina Contractors License;
3. Enter Contractor's License Number where called for in proposal and on the outside of sealed envelope containing the proposal;
4. Statement of Compliance with requirement of the General Conditions that the Bidder will ensure that at least half of the Work is performed with the Bidder's employees (provide statement on bidder's letterhead);
5. Power of Attorney
6. Certified List of Equipment/Material Manufacturers;
7. Bidder's Certificate as to Organization and Authority;
8. Equal Employment Opportunity Addendum;
9. Non-Collusive Affidavit;
10. Debarment Certification;
11. Listing of DBE Subcontractors
12. Letter of intent to perform as a Subcontractor
13. Nondiscrimination Clause.

BASE PROPOSAL

White Oak Greenway

(BID FORM)

BID FOR UNIT PRICE CONTRACT

Bidder agrees to perform all work described in the specifications and shown on the Contract Drawings for the unit prices listed below.

White Oak Greenway

Line #	Item #	Sec #	Description	Quantity	Units	Unit Cost	Amount
1	0000100000-N	800	MOBILIZATION	1	LS	\$ 169,900.00	\$ 169,900.00
2	0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	\$ 33,000.00	\$ 33,000.00
3	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM (AS-CONSTRUCTED SURVEY)	1	LS	\$ 6,000.00	\$ 6,000.00
4	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (STANDARD REMOVABLE BOLLARD)	6	EA	\$ 750.00	\$ 4,500.00
5	0000915000-N	SP	GENERIC MISCELLANEOUS ITEM (STANDARD FIXED BOLLARD)	12	EA	\$ 450.00	\$ 5,400.00
6	0000950000-E	SP	GENERIC MISCELLANEOUS ITEM (TIMBER MATS)	7400	SF	\$ 21.00	\$ 155,400.00
7	0043000000-N	226	GRADING	1	LS	\$ 756,000.00	\$ 756,000.00
8	0057000000-E	226	UNDERCUT EXCAVATION	500	CY	\$ 65.00	\$ 32,500.00
9	0194000000-E	SP	SELECT GRANULAR MATERIAL, CLASS III	500	CY	\$ 57.00	\$ 28,500.00
10	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZATION	200	SY	\$ 4.00	\$ 800.00
11	0241000000-E	SP	GENERIC GRADING ITEM (GEOTEXTILE SEPARATOR FABRIC)	6935	SY	\$ 3.50	\$ 24,272.50
12	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	60	LF	\$ 65.00	\$ 3,900.00
13	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	72	LF	\$ 80.00	\$ 5,760.00
14	1077000000-E	SP	#57 STONE	100	TON	\$ 75.00	\$ 7,500.00
15	1121000000-E	520	AGGREGATE BASE COURSE	2428	TON	\$ 35.00	\$ 84,980.00
16	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	570	TON	\$ 130.00	\$ 74,100.00
17	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	35	TON	\$ 420.00	\$ 14,700.00

PR1186, TIP# U-5530 IB

00300-4

WHITE OAK CREEK GREENWAY

18	2738000000-E	SP	GENERIC PAVING ITEM (4.5" CONCRETE TRAIL W/ FOOTINGS)	815	SY	+ 80.00	+ 65,200.00
19	357200000-E	867	CHAIN LINK FENCE RESET (6')	572	LF	+ 20.00	+ 11,440.00
20	3575000000-E	SP	GENERIC FENCING ITEM (FENCE WIND SCREEN)	130	LF	+ 12.00	+ 1,560.00
21	3628000000-E	876	RIP RAP, CLASS I	120	TON	+ 90.00	+ 10,800.00
22	3649000000-E	876	RIP RAP, CLASS B	6	TON	+ 110.00	+ 660.00
23	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	425	SY	+ 4.00	+ 1,700.00
24	4025000000-E	901	CONTRACTOR FURNISHED, TYPE "E" SIGN	51	SF	+ 20.00	+ 1,020.00
25	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	136	LF	+ 5.50	+ 748.00
26	4102000000-N	904	SIGN ERECTION, TYPE E	17	EA	+ 220.00	+ 3,740.00
27	6000000000-E	1605	TEMPORARY SILT FENCE	9725	LF	+ 2.50	+ 24,312.50
28	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	145	TON	+ 80.00	+ 11,600.00
29	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	150	TON	+ 65.00	+ 9,750.00
30	6012000000-E	1610	SEDIMENT CONTROL STONE	70	TON	+ 65.00	+ 4,550.00
31	6015000000-E	1615	TEMPORARY MULCHING	5	ACR	+ 700.00	+ 3,500.00
32	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	400	LB	+ 3.50	+ 1,400.00
33	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEEDING	2	TON	+ 500.00	+ 1,000.00
34	6029000000-E	SP	SAFETY FENCE	200	LF	+ 8.00	+ 1,600.00
35	6030000000-E	1630	SILT EXCAVATION	270	CY	+ 10.00	+ 2,700.00
36	6037000000-E	SP	COIR FIBER MAT	100	SY	+ 15.00	+ 1,500.00
37	6036000000-E	1631	MATTING FOR EROSION CONTROL	11250	SY	+ 1.50	+ 16,875.00
38	6042000000-E	1632	1/4" HARDWARE CLOTH	220	LF	+ 4.00	+ 880.00
39	6071014000-E	SP	COIR FIBER WATTLE BARRIER	500	LF	+ 20.00	+ 10,000.00
40	6084000000-E	1660	SEEDING & MULCHING	6	ACR	+ 1,800.00	+ 10,800.00
41	6087000000-E	1660	MOWING	6	ACR	+ 100.00	+ 600.00

42	6090000000-E	1661	SEED FOR REPAIR SEEDING	50	LB	4 6.00	4 300.00
43	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25	TON	4 1,600.00	4 400.00
44	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	150	LB	4 4.00	4 600.00
45	6108000000-E	1665	FERTILIZER TOPDRESSING	4	TON	4 483.00	4 1,932.00
46	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	7	EA	4 500.00	4 3,500.00
47	6132000000-N	SP	GENERIC EROSION CONTROL ITEM - CONCRETE WASHOUT STRUCTURE	5	EA	4 250.00	4 1,250.00
48	8112730000-N	450	PDA TESTING	9	EA	4 3,100.00	4 27,900.00
49	8867000000-E	SP	GENERIC STRUCTURE ITEM (LF) (BOARDWALK 10 FOOT SPANS)	4763	LF	4 290.00	4 1,381,270.00
50	8867000000-E	SP	GENERIC STRUCTURE ITEM (LF) (BOARDWALK 20 FOOT SPANS)	80	LF	4 450.00	4 36,000.00
51	8867000000-E	SP	GENERIC STRUCTURE ITEM (LF) (BOARDWALK POSTS 9" MIN. TIP DIAMETER)	12730	LF	4 18.00	4 229,140.00
52	8860000000-N	SP	GENERIC STRUCTURE ITEM (BOARDWALK FRAMING AT INTERSECTION)	1	LS	4 22,933.00	4 22,933.00
53	8860000000-N	SP	GENERIC STRUCTURE ITEM (BOARDWALK DECKING AT INTERSECTION)	1	LS	4 18,000.00	4 18,000.00
54	8897000000-N	SP	GENERIC STRUCTURE ITEM (EA) (CONCRETE APPROACH)	11	EA	4 2,500.00	4 27,500.00
55	8897000000-N	SP	GENERIC STRUCTURE ITEM (BRIDGE APPROACH RAILS)	13	EA	4 2,300.00	4 29,900.00

ALLOWANCES

56	6674000000-N	SP	GENERIC PLANTING ITEM (LS)	1	LS	\$25,000.00	\$25,000.00
57	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM (WOOD STAIN)	1	LS	\$2000.00	\$2000.00

TOTAL BID PRICE | ~~4 3,412,773.00~~ | **3,385,773.00**

Total Bid Price in Words ~~Three Million Four Hundred Twelve Thousand Seven Hundred Seventy-Three Dollars~~
Three Million Three Hundred eighty five thousand seven hundred seventy -three dollars

Contractor/ Bidder: FSC II, LLC . dba FRED SMITH COMPANY
(Print)

ALL PROPOSALS MUST BE PROPERLY EXECUTED on Page 00300-16-18 TO BE CONSIDERED A VALID BID.

CERTIFIED LIST OF EQUIPMENT/MATERIAL MANUFACTURERS

The Bidder, as part of the procedure for the submission of Bids on the Project, submits the following list of Equipment/Materials Manufacturers to be used in the performance of work to be done on said Project. The list of Manufacturers and all equipment/materials furnished shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Bidder or as required by the Owner based upon review of Bidder's submittals:

<u>EQUIPMENT/MATERIALS</u>	<u>MANUFACTURER</u>
Treated Lumber	UNKNOWN AT TIME OF BID
Asphalt	FSCII, LLC. dba FRED SMITH COMPANY

It is understood and agreed that, if awarded a Contract, the Bidder shall not make any additions, deletions or substitutions to this certified list without the consent of the Owner. Failure to identify a manufacturer for any or all of the items listed shall constitute an entry of one of the manufacturers listed in its respective technical specification.

CERTIFIED LIST OF SUBCONTRACTORS

The Bidder, FSCII, LLC. dba FRED SMITH COMPANY, as part of the procedure for the submission of Bids on this project known as White Oak Creek Greenway, submits the following list of Subcontractors to be used in the performance of work to be done on said Project. The list of Subcontractors shall be based on requirements of the Contract Documents. Changes to this list after the Bid opening shall only be as approved by the Owner upon request by the Contractor or as required by the Owner based upon review of Contractor's submittals:

ITEM	SUBCONTRACTOR
Boardwalk	BACKWOODS BRIDGES
Asphalt Paving	SELF-PERFORM

It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions or substitutions to this Certified list without the consent of the Owner.

LIQUIDATED DAMAGES:

The Bidder agrees, further, that the Owner may retain those amounts indicated in the Contract from the amount of compensation due the Bidder, under the terms of the Contract, for each and every day that the work remains incomplete and/or unsatisfactory beyond the completion date(s) specified in the Notice to Proceed. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the Bidder to complete the work within the stipulated time, and it is not to be construed in any sense as a penalty.

Total Liquidated Damages: \$1000.00 Per Day

The Bidder shall not have or bring a claim against the Owner, or raise as a defense against the imposition of liquidated damages, other construction purportedly impeding Bidder's progress or timely project completion.

(SIGNATURE PAGE)

Dated May 2, 2017.

FSC II, LLC dba Fred Smith Company (SEAL)
Bidder—Legal Entity

By: Thomas T. Johnson, Jr (SEAL)
(SIGN HERE)

SEAL-if corporation



Thomas T. Johnson, Jr
Printed Name

6105 Chapel Hill Rd
Raleigh, NC 27607
Address

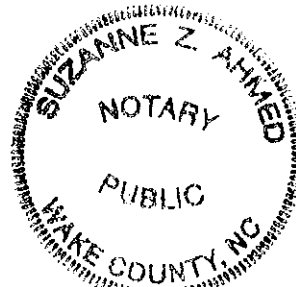
(919) 783-5700
Telephone No.

Subscribed and sworn to before me this 2 day of May, 2017

Suzanne Z. Ahmed
Notary Public

My Commission Expires:

10.15.19



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat

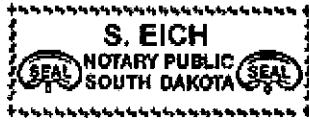
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



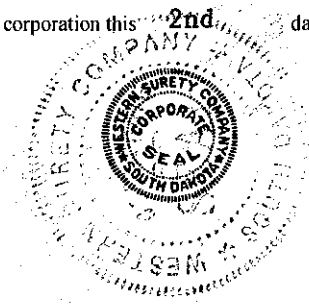
S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2017.

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary

**POWER OF ATTORNEY
(Attach)**

**BIDDER'S CERTIFICATES
AFFIDAVIT OF ORGANIZATION AND AUTHORITY
SWORN STATEMENT**

STATE OF North Carolina)

COUNTY OF Wake)

Thomas T. Johnson, Jr. being first duly sworn on oath deposes and says that the Bidder on the attached Bid Proposal is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraph)

CORPORATION:

The Bidder is a corporation organized and existing under the laws of the State of _____, it operates under the legal name of _____, and the full names of its officers are as follows:

President _____
Secretary _____
Treasurer _____

and it does _____ have a corporate seal. The _____ is/are authorized to sign construction proposals and contracts for the company by action of its Board of Directors taken _____, a certified copy of which is hereto attached. (Strike out this last phrase if not applicable.)

PARTNERSHIP:

The Bidder is a [limited/general] partnership consisting of individual/corporate partners as follows:

General Partners

Limited Partners

The partnership does business under the name of : _____

LIMITED LIABILITY COMPANY:

The bidder is a [member-managed/manager-managed] limited liability company consisting of the following individual/corporate members/managers:

Managers

Members

See Attached Certificate of Manager

INDIVIDUAL:

The Bidder is an individual whose full name is:


_____ and if operating under a trade name, said trade name is as follows:

The business address of the Bidder is: 6105 Chapel Hill Rd
Raleigh, NC 27607

Its phone number is: (919)783-5700

The contact person for this Proposal is: Darryl Smith

FSC II, LLC dba Fred Smith Company
Bidder

By: 
Thomas T. Johnson, Jr.
Vice President

Subscribed and sworn to before me this 2nd day of May, 2017

Suzanne Z. Ahmed
Notary Public

Wake
County

My Commission Expires:
10.15.19



FSC II, LLC

CERTIFICATE OF MANAGER

The undersigned hereby certifies that he is the duly named Manager of FSC II, LLC, a North Carolina limited liability company which conducts business as both "Fred Smith Company" and "River Works" (the "Company"), and further certifies as follows:

1. Section 6.9 of the Amended and Restated Operating Agreement of Company, dated July 17, 2004, as amended (the "Operating Agreement"), provides as follows:

"SECTION 6.9 Officers. The Managers, by resolution, may appoint from time to time a Chief Executive Officer, an Administrative Officer, a Secretary, and one or more other Officers of Company with such titles, powers, duties, compensation and other terms as the Managers may determine to be necessary or appropriate, subject to any applicable restrictions specifically provided in this Agreement or contained in the Act. Among other things, Officers may be authorized by the Managers to execute contracts and other instruments on behalf of the Company, and such authority may be general or limited to specific instances. Officers need not (but may) be residents of the State of North Carolina, Members or Managers of the Company. Any such Officers shall serve, subject to the provisions of this Agreement, until their respective successors are duly appointed and qualified. Any Officer may be removed by the Managers at any time with or without cause; but such removal shall not itself affect the contractual rights, if any, of the officer so removed. The compensation of all Officers shall be fixed by the Managers or as prescribed by this Agreement. The current Officers of the Company, and their authority, is set forth on Schedule B attached hereto and incorporated herein."

2. Schedule B to the Operating Agreement provides as follows:

"Officers and Authority"

Name	Title
Charles E. Owens	Chief Executive Officer
Fred J. Smith, III	President
Glenn Gardon	Chief Financial Officer
R. Alan Palmer	Vice President
Brent E. Wood	Vice President and Secretary
Thomas T. Johnson, Jr.	Vice President and Assistant Secretary
Todd K. Andrews	Assistant Secretary
Jason Williams	Vice President

Any officer of the Company is authorized to execute on behalf of the Company all contracts, purchase orders, payment applications, bids, bid bonds, and lien waivers.”

3. Pursuant to Section 6.9 of the Operating Agreement, by his execution hereof, until further notice the Manager does hereby authorize the individuals named below to execute contracts, purchase orders, bids and bid bonds on behalf of the Company, pursuant to which the commitment or liability of the Company: (a) does not exceed \$10,000,000 as to any individual contract, purchase order bid or bid bond, and (b) does not require a commitment by the Company to make payments more than one (1) year after the execution of the contract, purchase order, bid or bid bond, as follows:

Walter U. Viele
Creed Jackie Williams

Reade Dawson

Provided, however, all individuals named in this paragraph shall have the authority to execute any payment application or lien waiver, or a document substantially similar to any such document, on behalf of the Company.

4. Pursuant to Section 6.9 of the Operating Agreement, by his execution hereof, until further notice the Manager does hereby authorize the individuals named below to execute contracts and purchase orders on behalf of the Company, pursuant to which the commitment or liability of the Company: (a) does not exceed \$1,000,000 as to any individual contract or purchase order, and (b) does not require a commitment by the Company to make payments more than one (1) year after the execution of the contract or purchase order, as follows:

Jeff Allen
Charles Phelps
Jordan Bailey Watkins

Jon Wallace
David Yates

Provided, however, all individuals named in this paragraph shall have the authority to execute any payment application or lien waiver, or a document substantially similar to any such document, on behalf of the Company.

5. Pursuant to Section 6.9 of the Operating Agreement, by his execution hereof, until further notice the Manager does hereby authorize the individuals named below to execute contracts and purchase orders on behalf of the Company, pursuant to which the commitment or liability of the Company: (a) does not exceed \$100,000 as to any individual contract or purchase order, and (b) does not require a commitment by the Company to make payments more than one (1) year after the execution of the contract or purchase order, as follows:

John R. McGlamery, Jr.
Steve Allison
Michael Brown
Matthew Jones
Nick Wilkinson
Jonathan Lewis

Ross Kennedy
Stacey Coughlin
Cassie Dixon
Jeff Storms
Eben Miller
Robert Baugnon

Ryan VanLerberghe
Nick Wilkinson
Chris Stratton

DaVaughn Dixon
Justin Stewart

Provided, however, all individuals named in this paragraph shall have the authority to execute any payment application or lien waiver, or a document substantially similar to any such document, on behalf of the Company.

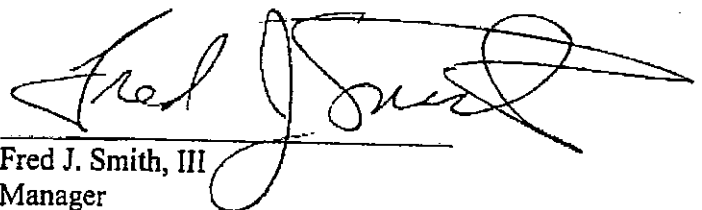
6. Pursuant to Section 6.9 of the Operating Agreement, by his execution hereof, until further notice the Manager does hereby authorize the individuals named below to execute contracts and purchase orders on behalf of the Company, pursuant to which the commitment or liability of the Company: (a) does not exceed \$25,000 as to any individual contract or purchase order, and (b) does not require a commitment by the Company to make payments more than one (1) year after the execution of the contract or purchase order, as follows:

Brooks Pierce
Andy King
Mike Wehrle
David Fountain
Harrison Smith
Ken Gavitt
Gino DiGiacomo
Jimmie Berry
Richard Andy Brown
Craig Davis
Danny Cosby
Ricky Pendergrass

Brad MacLachlan
Jeremy Helms
Polly Stephens
Mike Sedlock
Phillip Bunn
Ron Riggins
Guy Thompson
Hannable McGarity
Joe Polansky
Michael Catledge
John LaCerde

This Certificate of Manager shall supersede and replace any and all previously adopted Schedule B of the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate effective on September 26, 2016.


Fred J. Smith, III
Manager

Turnover Year

2017

Turnover No.

43840

North Carolina

Wireless Board for General Contractors

Wireless Board for General Contractors

FSC II, LLC, T/A
Fred Smith Company
Raleigh, NC

is duly registered and qualified in practice

General Contracting

Classification: Building; Highway; PU (Water Lines & Sewer Lines)
Limitation: Unlimited

until

December 31, 2017

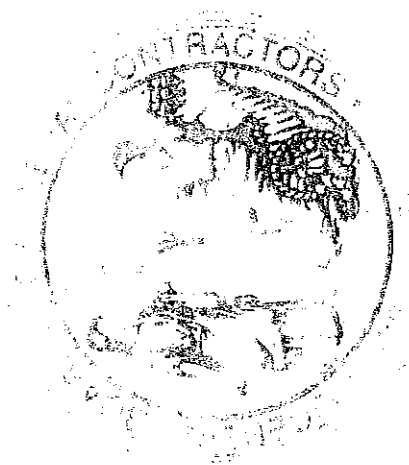
when this Certificate expires.

Witness my hand and seal of the Board.

Patricia M. Hight, N.C.

January 1, 2017

This certificate may not be altered.



[Signature]
Chairman

C. Frank Weener
Secretary-Treasurer



Town of Cary
316 North Academy Street
Cary, NC 27513

STATEMENT OF COMPLIANCE

White Oak Greenway – American Tobacco Trail Segment
Project Number: PR1186
TIP # U-5530IB

Bid Date: May 2, 2017

FSC II, LLC. dba Fred Smith Company will be performing at least Forty Percent (40%) of the work for the subject project after adjustment for specialty items.

Sincerely-
FSC II, LLC. dba Fred Smith Company

A handwritten signature in black ink, appearing to read "Thomas T. Johnson, Jr.", is written over the typed name.

Thomas T. Johnson, Jr. – Vice President
CC: Estimate File

EQUAL EMPLOYMENT OPPORTUNITY ADDENDUM (“ADDENDUM”)

During the performance of the Contract the Bidder agrees as follows:

- a. The Bidder shall not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- b. The Bidder shall, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The Bidder shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice, to be provided, advising the labor union or worker’s representative of the Bidder’s commitments under the Equal Employment Opportunity Section of the Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. In the event of the Bidder’s noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further OWNER contracts.
- e. The Bidder will include the provisions of this Addendum in every subcontract or purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

(Use the following form for execution by a CORPORATION):

ATTEST:

Corporate Name

(Assistant) Secretary

BY: _____
(Vice) President

(CORPORATE SEAL)

(Use the following form for execution by a PARTNERSHIP):

Partnership Name (SEAL)

BY: _____ (SEAL)
General Partner

(Use the following form for execution by a LIMITED LIABILITY COMPANY):



FSC II, LLC dba Fred Smith Company _____ (SEAL)
Company Name

BY: Thomas J. [Signature] (SEAL)
~~Manager/Member~~
Authorized Agent

(Use the following form for execution by an INDIVIDUAL):

BY: _____ (SEAL)

WITNESS:

[Signature]

Subscribed and sworn to before me this 2nd day of May, 2017

Suzanne Z Ahmed
Notary Public

Wake
County

My Commission Expires:

10-15-19



NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Bid Proposal, and the resulting execution of a Contract, that the parties hereto, their agents, officials, employees or servants shall not discriminate in any manner on the basis of age, handicap, race, color, creed, or national origin with reference to the subject matter of the Contract, no matter how remote.

This provision, being incorporated for the benefit of the Town of Cary and its residents, may be enforced as set out in the ordinances of the Town of Cary, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of the Contract.

(Use the following form for signatures by a CORPORATION):

ATTEST: _____ (Assistant) Secretary _____ (Printed Name)	_____ Corporate Name BY: _____ (Vice) President _____ (Printed Name)
--	---

(Corporate Seal)

(Use the following form for signatures by a PARTNERSHIP):

_____ WITNESS _____ (Printed Name)	_____ Partnership Name (SEAL) BY: _____ (SEAL) General Partner
---	---

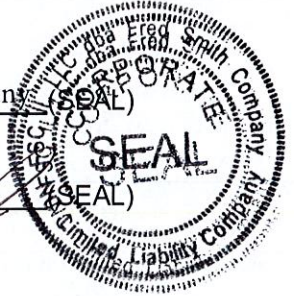
(Use the following form for signatures by a LIMITED LIABILITY COMPANY):

[Signature]
WITNESS

Darren Bye
(Printed Name)

FSC II, LLC dba Fred SMith Company
Company Name

BY: [Signature]
Manager/Member
Authorized Agent



(Use the following form for signatures by an INDIVIDUAL):

_____(SEAL)

(Printed Name)

WITNESS

(Printed Name)

Subscribed and sworn to before me this 2nd day of May, 2017.

Suzanne Z Ahmed
Notary Public

Wake
County

My Commission Expires:
10.15.19



STATE OF North Carolina
COUNTY OF Wake

AFFIDAVIT OF Thomas T. Johnson, Jr. [name of person signing]

REGARDING COMPLIANCE WITH NCGS CHAPTER 64, ARTICLE 2
[a copy of which, current as of September 6, 2013, is attached for reference]

I, Thomas T. Johnson, Jr., being first duly sworn, hereby depose and say:

1. I am over eighteen years of age and competent to make this Affidavit. All statements made herein are based upon my personal knowledge.

2. FSC II, LLC dba Fred Smith Company ("Employer") desires to enter into a contract with the Town of Cary [more specifically known as "White Oak Creek Greenway-Amer Tobacco Seg" TOWN STAFF: insert contract title if there is one, such as "Agreement for Professional Services for the Upper Crabtree Creek Pump Station", or delete everything between the brackets] ("Agreement").

3. I am the Vice President [title] for the Employer and I am duly authorized to represent and bind the Employer and execute this Affidavit.

4. I hereby swear that Employer is a person, business entity, or other organization that transacts business in North Carolina and that currently employs [choose one]:

X 25 or more employees in North Carolina
OR
 less than 25 employees in North Carolina

5. I hereby swear that Employer now complies, and for the duration of Agreement will comply, with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization."

6. I hereby swear that any subcontractors hired by Employer in relation to Agreement now comply, and for the duration of Agreement will comply, with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization."

Further the Affiant sayeth not.

This the 2nd day of May, 2017.

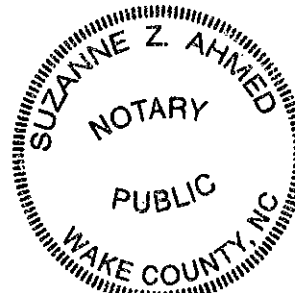
Thomas T. Johnson, Jr.
Name: Thomas T. Johnson, Jr.

Title: Vice President

Sworn and subscribed before me this the 2nd day of May, 2017.

Suzanne Z Ahmed
Notary Public

My commission expires: 10.15.19
[Notarial Seal]



Article 2.

Verification of Work Authorization.

§ 64-25. Definitions.

The following definitions apply in this Article:

- (1) Commissioner. – The North Carolina Commissioner of Labor.
- (2) Employ. – Hire an employee.
- (3) Employee. – Any individual who provides services or labor for an employer in this State for wages or other remuneration. The term does not include an individual whose term of employment is less than nine months in a calendar year.
- (4) Employer. – Any person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.
- (5) E-Verify. – The federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
- (6) Unauthorized alien. – As defined in 8 U.S.C. § 1324a(h)(3).

§ 64-26. Verification of employee work authorization.

(a) Employers Must Use E-Verify. – Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify.

(b) Employer Preservation of E-Verify Forms. – Each employer shall retain the record of the verification of work authorization required by this section while the employee is employed and for one year thereafter.

§ 64-27. Commissioner of Labor to prepare complaint form.

(a) Preparation of Form. – The Commissioner shall prescribe a complaint form for a person to allege a violation of G.S. 64-26. The form shall clearly state that completed forms may be sent to the Commissioner.

(b) Certain Information Not Required. – The complainant shall not be required to list the complainant's social security number on the complaint form or to have the complaint notarized.

§ 64-28. Reporting of complaints.

(a) Filing of Complaint. – Any person with a good faith belief that an employer is violating or has violated G.S. 64-26 may file a complaint with the Commissioner setting forth the basis for that belief. The complaint may be on a form prescribed by the Commissioner pursuant to G.S. 64-27 or may be made in any other form that gives the Commissioner information that is sufficient to proceed with an investigation pursuant to G.S. 64-29. Nothing in this section shall be construed to prohibit the filing of anonymous complaints that are not submitted on a prescribed complaint form.

(b) False Statements a Misdemeanor. – A person who knowingly files a false and frivolous complaint under this section is guilty of a Class 2 misdemeanor.

§ 64-29. Investigation of complaints.

(a) Investigation. – Upon receipt of a complaint pursuant to G.S. 64-28 that an employer is allegedly violating or has allegedly violated G.S. 64-26, the Commissioner shall investigate whether the employer has in fact violated G.S. 64-26.

(b) Certain Complaints Shall Not Be Investigated. – The Commissioner shall not investigate complaints that are based solely on race, religion, gender, ethnicity, or national origin.

(c) Assistance by Law Enforcement. – The Commissioner may request that the State Bureau of Investigation assist in investigating a complaint under this section.

(d) Subpoena for Production of Documents. – The Commissioner may issue a subpoena for production of employment records that relate to the recruitment, hiring, employment, or termination policies, practices, or acts of employment as part of the investigation of a valid complaint under this section.

§ 64-30. Actions to be taken; hearing.

If, after an investigation, the Commissioner determines that the complaint is not false and frivolous:

- (1) The Commissioner shall hold a hearing to determine if a violation of G.S. 64-26 has occurred and, if appropriate, impose civil penalties in accordance with the provisions of this Article.
- (2) If, during the course of the hearing required by subdivision (1) of this section, the Commissioner concludes that there is a reasonable likelihood that an employee is an unauthorized alien, the Commissioner shall notify the following entities of the possible presence of an unauthorized alien:
 - a. United States Immigration and Customs Enforcement.
 - b. Local law enforcement agencies.

§ 64-31. Consequences of first violation.

(a) Affidavit Must Be Filed. – For a first violation of G.S. 64-26, the Commissioner shall order the employer to file a signed sworn affidavit with the Commissioner within three business days after the order issued pursuant to this subsection is issued. The affidavit shall state with specificity that the employer has, after consultation with the employee, requested a verification of work authorization through E-Verify.

(b) Effect of Failure to File Affidavit. – If an employer fails to timely file an affidavit required by subsection (a) of this section or by G.S. 64-32 or G.S. 64-33, the Commissioner shall order the employer to pay a civil penalty of ten thousand dollars (\$10,000).

§ 64-32. Consequences of second violation.

For a violation of G.S. 64-26 that occurs after an order has been issued pursuant to G.S. 64-31, the Commissioner shall order the measures required by G.S. 64-31(a) and shall also order the employer to pay a civil penalty of one thousand dollars (\$1,000), regardless of the number of required employee verifications the employer failed to make.

§ 64-33. Consequences of third or subsequent violation.

For a violation of G.S. 64-26 that occurs after an order has been issued pursuant to G.S. 64-32, the Commissioner shall order the measures required by G.S. 64-31(a), and shall also order the employer to pay a civil penalty of two thousand dollars (\$2,000) for each required employee verification the employer failed to make.

§ 64-34. Commissioner to maintain copies of orders.

The Commissioner shall maintain copies of orders issued pursuant to G.S. 64-31, 64-32, and 64-33, and shall maintain a database of the employers and business locations that have a violation of G.S. 64-26 and make the orders available on the Commissioner's Web site.

§ 64-35. Work authorization shall be verified through the federal government.

When investigating a complaint under this Article, the Commissioner shall verify the work authorization of the alleged unauthorized alien with the federal government pursuant to 8 U.S.C. § 1373(c). The Commissioner shall not attempt to independently make a final determination of whether an alien is authorized to work in the United States.

§ 64-36. Appeal of Commissioner's order.

A determination by the Commissioner pursuant to this Article shall be final, unless within 15 days after receipt of notice thereof by certified mail with return receipt, by signature confirmation as provided by the U.S. Postal Service, by a designated delivery service authorized pursuant to 26 U.S.C. § 7502(f)(2) with delivery receipt, or via hand delivery, the employer charged with the violation takes exception to the determination, in which event final determination shall be made in an administrative proceeding pursuant to Article 3 of Chapter 150B of the General Statutes and in a judicial proceeding pursuant to Article 4 of Chapter 150B of the General Statutes.

§ 64-37. Rules.

The Commissioner may adopt rules needed to implement this Article.

§ 64-38. Article does not require action that is contrary to federal or State law.

This Article shall not be construed to require an employer to take any action that the employer believes in good faith would violate federal or State law

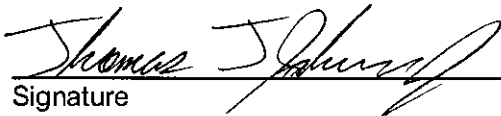
NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Owner hereby acknowledge that the Owner has acquired permanent and temporary easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE TOWN WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE TOWN. Accordingly, the Contractor will be solely responsible for such actions and hereby agrees to hold harmless and indemnify the Town from all actions, claims, liabilities, including the payment of attorney's fees, arising from such actions.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the Town in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the Town of Wake Forest and its Contract with the Town of Wake Forest, and that the Contractor will be solely responsible for activities carried out on such areas.

I have read and understand the policy as stated above.



Signature

Thomas T. Johnson, Jr.

Printed Name

Vice President

Title

May 2, 2017

Date

Contract No. PR1186, TIP # U-5530 IB
County Wake

Rev. 11-1-12

STATE OF NORTH CAROLINA
TOWN OF CARY

BID BOND

Principal: FSC II, LLC dba Fred Smith Company
Name of Principal Contractor
Surety: Western Surety Company
Name of Surety
Contract Number: PR1186, TIP # U-5530 IB County: Wake
Date of Bid: May 2, 2017

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto TOWN OF CARY in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if TOWN OF CARY shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until TOWN OF CARY makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to TOWN OF CARY as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the 2nd day of May, 2017

Western Surety Company

Surety

By Renee Ellis
General Agent or Attorney-in-Fact Signature

Seal of Surety

Renee Ellis, Attorney in Fact

Print or type Signer's Name

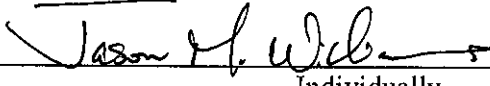
BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor FSC II, LLC dba Fred Smith Company
Full name of Firm

6105 Chapel Hill Road, Raleigh, NC 27607
Address as prequalified

Signature of Member/
Manager/Authorized Agent 
Individually

JASON M. WILLIAMS
Print or type Signer's name

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
-----------	-----------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor _____
Address _____
City _____ State _____ Zip _____

Please check all that apply:
Minority Business Enterprise (MBE) _____
Women Business Enterprise (WBE) _____
Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, 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 in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

FSC II, LLC dba Fred Smith Company

Full Name of Firm

6105 Chapel Hill Rd, Raleigh, NC 27607

Address as Prequalified


Signature of Witness


Signature of Member/Manager/Authorized Agent
Select appropriate title


Print or type Signer's name

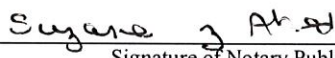
Thomas T. Johnson, Jr.
Print or type Signer's Name

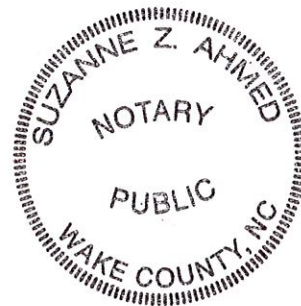
AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

2nd day of May 2017


Signature of Notary Public



of Wake County

State of North Carolina

My Commission Expires: 10.15.19

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Municipality project representative.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in Municipal contracts, unless authorized by the Municipality.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Municipality, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

LISTING OF DBE SUBCONTRACTORS

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	Abbott Trucking	1	MOBILIZATION	\$ 2,310.00	\$ 2,310.00
Address	PO Box 6006 CLAYTON, NC 27520	7	GRADING (LAVOL ONLY) 24" HALF OF 34" TON	\$ 36,472.30	\$ 36,472.30
Name		8	UNDERCUT	\$ 19.25	\$ 9,425.00
Address		9	SELECT GRANULAR	\$ 10.95	\$ 5,475.00
Name		12	18" RCP	\$ 2.798	\$ 167.90
Address		13	24" RCP	\$ 2.839	\$ 204.40
Name		14	#57 STONE	\$ 7.50	\$ 750.00
Address		15	ABC	\$ 5.811	\$ 14,108.50
Name		16	5F9.5B	\$ 21.50	\$ 12,255.00
Address		20	CL-1 RIP RAP	\$ 8.40	\$ 1,008.00
Name		21	CL-B RIP RAP	\$ 8.15	\$ 48.90
Address		27	CL-A ELOS. STONE	\$ 8.25	\$ 1,196.25
Name		28	CL-B ELOS. STONE	\$ 8.15	\$ 1,222.50
Address		29	SED. CONTROL STONE	\$ 7.50	\$ 525.00
Name		34	SILT EXC.	\$ 8.656	\$ 2,310.00
Address		46	CONC. WASHOUT STRUCTURE	\$ 421.50	\$ 2,107.50
Name					
Address					

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.

LISTING OF DBE SUBCONTRACTORS

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	STAY ALERT	1	MOBILIZATION	† 750.00	† 750.00
Address	PO BOX 467 KERNERSVILLE, NC 27285	23	CONTRACTOR FURN. SIGNS	† 18.00	† 918.00
		24	SUPPORTS 3 LB U-CHANNEL	† 5.15	† 700.40
		25	SIGN ERECTION TYPEE	† 210.00	† 3,570.00
Name	CERTIFIED CONC. CONST.	1	MOBILIZATION	† 1,650.00	† 1,650.00
Address	PO BOX 91298 RALEIGH, NC 27617	18	CONC. TRAIL	† 75.15	† 61,247.25
		53	CONC. APPROACH	† 2,250.00	† 24,750.00
Name	CAROLINA ENVIRONMENTAL CONTR.	26	TEMP. SILT FENCE	† 2.20	† 21,395.00
Address	PO BOX 1905 MARTIN, NC 27030				
Name					
Address					
Name					
Address					
Name					
Address					

This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.

LISTING OF DBE SUBCONTRACTORS

Sheet 3 of 3

Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	Address				
Name	Address				
Name	Address				
Name	Address				
Name	Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ 204,766.90
 Percentage of Total Contract Bid Price 6 %

** - Must have entry even if figure to be entered is zero.

** - *If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent. If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no DBE participation must so indicate this on the form by entering the word or number zero.